

# City Council Meeting

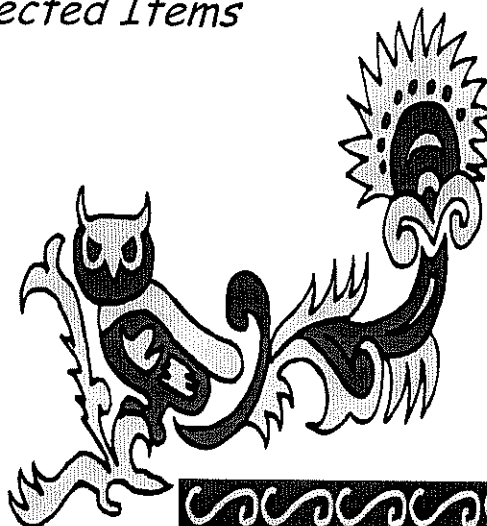
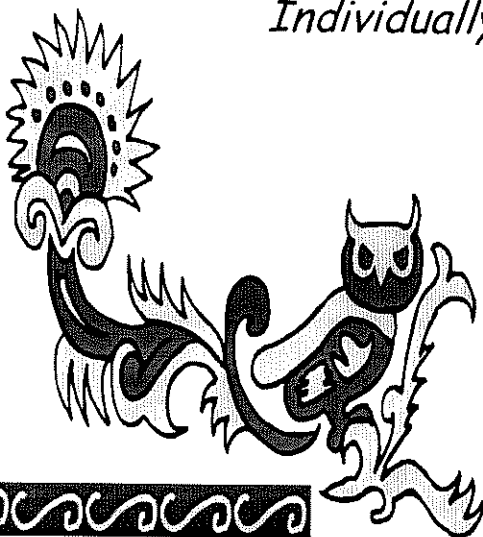
October 2, 2006



Dinner provided by:

Johnny's

*Individually Selected Items*



**COUNCIL COMMITTEE MEETING**  
**October 2, 2006**

**Council Chamber**  
**6:00 p.m.**

**CONSENT AGENDA**

**COU2005-29** Consider service to remove oak pollen in gutters and curbs

**NEW BUSINESS**

**COU2006-34** Consider Rezoning 5301 W. 75th St. to C-3 Special Use Business  
District  
Doug Luther

**COU2006-35** Consider Uniform Public Offense Code and Standard Traffic  
Ordinance for 2006  
Wes Jordan

**COU2006-36** Consider Personnel Policies - Vacation policy & Sick leave policy  
Doug Luther

**COU2006-37** Consider Communication Stipend  
Doug Luther

**COU2006-39** Consider annual review of Financial Management Policies CP056  
Barbara Vernon

COU2005-29

**CONSIDER SERVICE TO REMOVE OAK POLLEN IN  
GUTTERS AND CURBS**

**Background:**

Last year Council members were asked to submit issues important to the community that need to be addressed by the governing body. This item was submitted by an official who is no longer on the Council.

According to Bob Pryzby, curbs and gutters are swept routinely which removes 80% of the pollen if it is wet. However, pollen is powdery and will move with the wind when dry.

Since the Public Works Department is managing this issue as well as can be expected, it is recommended this item be deleted from the agenda without further action.

This will be added to the Consent Agenda for Council approval.

**RECOMMEND COUNCIL DELETE COU2006-29 FROM THE COUNCIL  
COMMITTEE AGENDA WITHOUT FURTHER ACTION.  
COUNCIL ACTION REQUIRED**

**COU2006-34 Consider An Amendment to the C-3 Zoning of 5301 West 75<sup>th</sup> Street**

**ISSUE:** Should the permitted use for the C-3 zoning of the property at 5301 West 75<sup>th</sup> Street be amended from “magazine publishing business” to “law offices”

**BACKGROUND:**

In 1996, the Planning Commission recommended and the City Council approved “C-3” Special Use Business District for this property. The specific use that was approved was for a “magazine publishing business.” The magazine publishing business has vacated the premises and a new business desires to occupy the property. The new business is a law office that has a total of three employees. They have a very specialized law practice and do not anticipate adding staff.

One of the primary concerns when the “C-3” District was approved was the provision of off-street parking. The applicant provided three on site spaces and leased additional spaces from the Ohev Shalom Synagogue to the west. That lease was with the magazine publishing business and did not transfer to the new owner. The applicant prefers to meet the parking requirements on the site and not be dependent on off site locations to meet its needs. The proposed use will occupy approximately 2,527 sq. ft. The parking requirement for professional offices is one space per 300 sq. ft. of floor area, which would require eight off street parking spaces be provided. The applicant has submitted a site plan showing seven spaces and can lease space from the office on the east side of Ash Street.

The proposed application to change the use from a “magazine publishing business” to a “professional office” use would allow a use that is probably more compatible with the area while still maintaining the residential character of the property. This use is less intense than the magazine publishing business and staff recommends its approval.

The Planning Commission felt the term professional offices was too broad and the use should be more specifically identified as “law offices”. As part of the C-3 zoning approval a specific site plan needs to be approved by the Planning Commission. There will be minimal changes to the existing structure. The applicant is working to provide the necessary parking on-site.

The Planning Commission will review a more detailed site plan at their October meeting, but recommended that the City Council move forward on the approval of the zoning amendment to change the use from “magazine publishing business” to law offices” with direction that the Ordinance approving the change not be published until the Planning Commission has approved the final site plan for the location.

No one was present to speak on this application at the public hearing. Copies of the Planning Commission minutes and staff report on this application are attached.

**RECOMMENDATION:**

**RECOMMEND THE CITY COUNCIL APPROVE AN ORDINANCE AMENDING THE APPROVED USE FOR THE C-3 "SPECIAL USE BUSINESS DISTRICT" LOCATED AT 5301 WEST 75<sup>TH</sup> STREET FROM "MAGAZINE PUBLISHING BUSINESS" TO "LAW OFFICE" WITH DIRECTION THAT THE ORDINANCE NOT BE PUBLISHED UNTIL THE FINAL SITE PLAN IS APPROVED BY THE CITY'S PLANNING COMMISSION.**

Ordinance No. \_\_\_\_\_

AN ORDINANCE AMENDING PERMITTED USE IN THE C-3 SPECIAL USE BUSINESS DISTRICT FROM A "MAGAZINE PUBLISHING BUSINESS" TO A "LAW OFFICE" ON PROPERTY LOCATED AT 5301 WEST 75<sup>TH</sup> STREET, PRAIRIE VILLAGE, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

**Section I. Planning Commission Recommendation.** That having received a recommendation from the Planning Commission; proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the Zoning Regulations of the City of Prairie Village, Kansas, the permitted use is hereby amended on property legally described as set forth in Section II.

**Section II. Amendment of C-3 Special Use Business District.** That the "C-3" Special Use Business District located at 5301 West 75<sup>th</sup> Street, Prairie Village, Kansas and hereinafter described, to-wit:

RIDGE VIEW RESURVEY, Lots Fifteen (15) and Sixteen (16), the North 125 feet of Lot Five (5) except the East Five (5) feet and public Street, City of Prairie Village, Johnson County, Kansas.

is hereby amended changing the permitted use from a "Magazine Publishing Business" to a "law office".

**Section III. Take Effect.** That this ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF OCTOBER, 2006.

\_\_\_\_\_  
/s/ Ronald L. Shaffer  
Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
/s/ Joyce Hagen Mundy  
Joyce Hagen Mundy  
City Clerk

\_\_\_\_\_  
/s/ Charles E. Wetzler  
Charles E. Wetzler  
City Attorney

**PLANNING COMMISSION MINUTES  
MEETING OF SEPTEMBER 5, 2006**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, September 5, 2006 in the Multi-Purpose Room of the Municipal Building, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Randy Kronblad, Robb McKim, Marc Russell, and Marlene Nagel, Nancy Vennard and Bob Lindeblad.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, Planning Consultant; Laura Wassmer, City Council Liaison and Joyce Hagen Mundy, Planning Commission Secretary.

**APPROVAL OF MINUTES**

Bob Lindeblad moved the approval of the minutes of August 1<sup>st</sup> as written. The motion was seconded by Marlene Nagel and passed by a vote of 6 to 0 with Randy Kronblad abstaining due to absence from that meeting.

**PUBLIC HEARINGS**

**PC2006-07 Request to amend the permitted use from "magazine  
"publishing business" to "professional Offices" for the  
property Zoned C-3 Special Use Business District  
located at 5301 W. 75<sup>th</sup> Street**

Chairman Ken Vaughn reviewed the procedures to be followed for the public hearing and opened the hearing on application PC2006-07.

Wes Welch, architect for the applicants, presented the application on behalf of Rex and Lori Sharp who have purchased the building to serve as the law office for Mr. Sharp. The office would have only three employees creating minimal parking demands. The previous owner had three on-site parking spaces and leased five spaces from the adjacent synagogue property. Mr. Welch stated it was their desire to locate all required parking on the site; however, to do so would require paving most of the front yard. He is proposing the use of parallel parking in the front because of the anticipated minimal use of this parking with employee and ADA parking located on the side. With the proposed circle drive, only 7 of the required 8 parking spots can be located on site. If an 8<sup>th</sup> space is required, the applicant would be willing to lease this space from a neighboring property owner.

Mr. Welch presented a revised proposed landscape plan for the property. The only change being made to the structure is the relocation of the front entrance. No additional square footage will be added to the structure.

Bob Lindeblad asked about the garage area shown on the plan. Mr. Welch noted the garage area has not been used as a garage for some time. Mr. Sharp is proposing to remove the garage and finish the side of the building. The area will be used primarily for the storage of materials with the ability to load and unload materials directly from the parking area.

Mr. Lindeblad questioned the slope of the property. Mr. Welch stated the plans were constructed from data taken off the County AIMS maps and not an actual survey of the land. He noted the gentle slope of the lot onto Ash. Mr. Lindeblad questioned the ability to get the required slope for the handicapped parking space and also noted the parallel parking spaces are shown 20 feet in length while the City regulations require 23 feet. Mr. Welch responded the parking spaces could be enlarged. He noted if adjustments needed to be made in the grade of the lot, they would be made.

Robb McKim confirmed the contours shown on the plan were two foot contours.

Nancy Vennard and Randy Kronblad expressed concern with the ability to provide the required ADA parking regulations. Mrs. Vennard noted all exit doors are shown on the as swinging inwards. Commercial exit doors are required to swing out. Mr. Welch stated they would be relocating the front doors and will have them swing out.

Robb McKim confirmed the required ramps and sidewalk would be provided for the ADA access. He questioned the use of parking arrangements on the adjacent properties as both these properties are currently for sale.

Chairman Ken Vaughn opened the hearing to comments from the public. With no one wishing to address the Commission, the Public Hearing was closed.

Planning Consultant Ron Williamson had the following staff comments on this application:

In 1996, the Planning Commission recommended and the City Council approved "C-3" Special Use Business District for this property. The specific use approved was for a "magazine publishing business." The magazine publishing business has vacated the premises and a new business desires to occupy the property. The new business is a law office that has a total of three employees. They have a very niched law practice and do not anticipate adding staff.

One of the primary concerns when the "C-3" District was approved was the provision of off-street parking. The applicant provided three on site spaces and leased additional spaces from the Ohev Shalom Synagogue to the west. The lease was with the magazine publishing business and expired when it left the site. The applicant prefers to meet the parking requirements on the site and not be dependent on off site locations to meet its needs. The Synagogue is for sale and its future is unknown. The proposed use will occupy approximately 2,527 sq. ft. The parking requirement for professional offices is one space per 300 sq. ft. of floor area which means that this project needs to provide eight off street parking



spaces. The applicant has submitted a site plan showing seven spaces and can lease space from the office on the east side of Ash Street.

The proposed application to change the use from a “magazine publishing business” to a “professional office” use would allow a use that is probably more compatible with the area while still maintaining the residential character of the property. This use is less intense than the magazine publishing business and staff recommends its approval.

Since this is a new use, the Planning Commission should consider and approve a new site plan. The Planning Commission shall give consideration to the following criteria in approving or disapproving the site plan:

- A. The site is capable of accommodating the building(s), parking areas, and drives with appropriate open space and landscape.**  
The lot is approximately 14,196 sq. ft. with a 2,233 sq. ft. building footprint, creating a lot coverage of only 15.7 percent. There is a significant amount of land available on the site, but there are use limitations due to trees, setbacks and the location of the building on the site. The site can accommodate all the needed improvements but the applicant is requesting that only seven parking spaces be required on the site and they be allowed to lease an additional space.
- B. Utilities are available with adequate capacity to serve the proposed development.**  
Utilities are available to the site and are adequate to serve the proposed use since it will be less intense than the previous use.
- C. The plan provides for adequate management of stormwater runoff.**  
More site will be paved so there will be additional runoff. The applicant will need to prepare a storm water management plan to be submitted to and approved by the Department of Public Works. Perhaps the applicant should consider using grass pavers for part of the parking instead of asphalt or concrete. This will help maintain green space and reduce runoff.
- D. The plan provides for safe and easy ingress, egress, and internal traffic circulation.**  
Ingress to the site is from 75<sup>th</sup> Street on a 12' wide residential driveway. The driveway for the Synagogue is immediately adjacent which creates somewhat of an awkward situation. It would be ideal if both properties could get together and combine the driveway entrance into one access for both uses. The applicant has proposed a driveway across the front yard that exits on Ash Street. This is a low traffic business so the Ash street exit should not create a traffic problem.
- E. The plan is consistent with good land planning and site engineering design principals.**

The site plan has attempted to minimize the negative impact of the redevelopment and retain the residential character of the property. The applicant is also making the building ADA accessible.

**F. An appropriate degree of compatibility will prevail between the architectural quality of the proposed building(s) and the surrounding neighborhood.**

The applicant is maintaining the integrity of the residential character of the building and is improving the west façade by removing the overhead doors and installing new siding. The building blends well with the residential area to the south and will continue to do so in the future.

**G. The plan represents an overall development pattern that is consistent with the comprehensive plan and other adopted planning policies.**

The proposed plan is consistent with the comprehensive plan in that it is representing an investment in the existing area while at the same time maintaining the quality of design to be compatible with the neighborhood.

It is the opinion of staff that the change in use from “magazine publishing business” to “professional offices” will have little if any negative impact on the area because it is a less intensive use. Therefore it is the recommendation of the Staff that the proposed land use amendment from “magazine publishing business” to “professional offices” be recommended to the City Council for approval and the Planning Commission approve the site plan subject to the following:

1. The applicant submit the final landscape plan to the staff for review and approval.
2. The applicant prepare a stormwater management plan and submit it to the Public Works for review and approval.
3. The applicant explore the use of grass pavers for some of the parking area in order to reduce runoff and maintain more green space.
4. That the design of the monument sign not be changed unless it is submitted to the Planning Commission for approval, however, the text of the sign may be changed to reflect the new use.

Ken Vaughn asked if Mr. Welch had any comments on the staff report.

Mr. Welch stated at this time no change in signage is anticipated except changing out the lettering in the existing sign. He has investigated the use of pavers and has concerns with the ability to keep them green during the hot/dry Kansas summers and noted it can not be done in the ADA parking area. He stated the only place it would make sense in on the parallel parking in the front that they expect to have minimal usage.

Ken Vaughn confirmed there was no underground storm drainage on the site. He would prefer to have all the parking located on-site.

Marlene Nagel questioned the need for two large conference rooms for this small law office. Rex Sharp responded he often meets at his clients' offices and uses

the conference rooms primarily as work areas to lay out materials while preparing his legal responses.

Randy Kronblad reiterated his concerns that the slope for the proposed ADA parking. Lori Sharp, the property owner, responded as an occupational therapist, ADA requirements are a high priority and she will ensure that they are fully met.

Robb McKim questioned the ability of the City to obligate another property owner to provide parking for this location. Mr. Williamson responded it was done by the previous owner. Mrs. Vennard noted the Prairie Village Shops have off-site parking to meet their parking requirements.

Ron Williamson stated the C-3 Zoning District was created to allow for a specific business with the ability of the Planning Commission to monitor and review changes in use. This also gives the neighboring property owners an opportunity to become involved in the process. The C-0 Zoning allows for a wide variety of office uses, C-3 allows for only a specific use. He noted the parking requirements for medical and general offices are different than those for professional offices.

Mr. Welch stated he understood the process to be very specific and that each property owner would be required to get new zoning. Mr. Williamson stated this would be the case only if the use changed.

Ken Vaughn suggested the use be more restrictive and identified not as "Professional Office" but as "Law Office". Nancy Vennard noted that even a law office in this size of building could have as many as eight or more employees.

Bob Lindeblad expressed his concern with the width of the circle drive, the slope of the land and the ability to satisfy ADA requirements. He stated he would like to see a survey of the property identifying the slope of the land and confirmed that storm drainage would be reviewed by City staff. Mr. Lindeblad said he could not approve the site plan based on the information provided; too many serious issues are not clearly addressed.

Mr. Welch asked if these could be addressed in the permitting process. Mr. Rex Sharp stated he would prefer to stay with the existing building plan than to delay the process for another month or more. He stated it would be less expensive for them to lease parking spaces than to construct them.

Robb McKim and Randy Kronblad stated their opposition to off-site parking

Nancy Vennard asked if the application could be acted upon with contingencies. Ken Vaughn stated he needed to see more concrete information before approving the site plan. Mr. Welch stated he would supply that information. He noted this building previously housed 13 employees and will now house 2 full-time and one part-time employee.

Ron Williamson stated there are two parts to the application and he felt the amendment to the rezoning could be forwarded to the City Council for their action

and the site plan could come back to the Planning Commission with more detailed information. The Board Secretary noted the earliest the Council could consider the rezoning would be in committee on September 18<sup>th</sup> and Council action on October 2<sup>nd</sup>. The Planning Commission would meet the following day and consider the site plan based on more detailed plan submittals addressing the issues raised.

Bob Lindeblad moved the Planning Commission forward PC2006-07 request for amendment of the "C-3" Zoning District Permitted Uses for the property located at 5301 West 75<sup>th</sup> Street from "magazine publishing business" to "law offices" subject to the approval of the site plan by the Planning Commission. The motion was seconded by Marlene Nagel and passed unanimously.

Bob Lindeblad commended the applicant on the excellent landscape plan submitted to the Planning Commission.

**PC2005-05 Reconsideration of Request for Special Use Permit for  
Communication Antennas at 69<sup>th</sup> Terrace & Roe (McCrum Park)**

Ron Williamson confirmed the applicant is continuing to explore alternate locations and stated if a new location was found a separate application would be need to be filed. The applicant is requesting PC2005-05 be continued.

Randy Kronblad moved to continue PC2005-05 to the October 3rd meeting of the Planning Commission. The motion was seconded by Bob Lindeblad and passed unanimously.

**NON PUBLIC HEARINGS**

**PC2006-109 Site Plan Approval for a fence  
4010 Homestead Drive**

Robb McKim stated he would be abstaining from any discussion on this application due to a conflict of interest as the applicant's reside in his neighborhood and excused himself from the meeting.

David Smalley and Sarah Krantz, 4010 Homestead Drive, presented their request to remove a chain link fence and replace it with a combination of glass block and an arbor gateway. The fence portion will be 12" x 12" glass blocks inserted in 4" x 4" wood frame. The fence height will be 53". The arbor will include two 34" x 74" doors with an 18" tall arbor cover shingled to match the house. The top of the arbor will be about 8 feet in height. The glass block is a more contemporary material.

Ken Vaughn confirmed the adjacent neighbor's fence is six feet in height. Nancy Vennard asked how the fences would be connected. Ms Krantz replied they proposed to use stair-stepping on the east side and the fence would be level on the other side. She noted the large trees on the property would be between the street and the fence area.

## STAFF REPORT

**TO:** Prairie Village Planning Commission  
**FROM:** Ron Williamson, BWR, Planning Consultant  
**SUBJECT:** PC 2006-07: Request to amend the "C-3" Zoning District Permitted Uses for Property Located at 5301 W. 75<sup>th</sup> from "magazine publishing business" to "professional offices"  
**DATE:** September 5, 2006 **BWR Project # 2006-0024.01**

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### COMMENTS:

In 1996, the Planning Commission recommended and the City Council approved "C-3" Special Use Business District for this property. The specific use that was approved was for a "magazine publishing business." The magazine publishing business has vacated the premises and a new business desires to occupy the property. The new business is a law office that has a total of three employees. They have a very niched law practice and do not anticipate adding staff.

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site can accommodate all the needed improvements but the applicant is requesting that only seven parking spaces be required on the site and they be allowed to lease an additional space.

**B. Utilities are available with adequate capacity to serve the proposed development.**

Utilities are available to the site and are adequate to serve the proposed use since it will be less intense than the previous use.

**C. The plan provides for adequate management of stormwater runoff.**

More site will be paved so there will be additional runoff. The applicant will need to prepare a storm water management plan to be submitted to and approved by the Department of Public Works. Perhaps the applicant should consider using grass pavers for part of the parking instead of asphalt or concrete. This will help maintain green space and reduce runoff.

**D. The plan provides for safe and easy ingress, egress, and internal traffic circulation.**

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**E. The plan is consistent with good land planning and site engineering design principals.**

The site plan has attempted to minimize the negative impact of the redevelopment and retain the residential character of the property. The applicant is also making the building ADA accessible.

**F. An appropriate degree of compatibility will prevail between the architectural quality of the proposed building(s) and the surrounding neighborhood.**

The applicant is maintaining the integrity of the residential character of the building and is improving the west façade by removing the overhead doors and installing new siding. The building blends well with the residential area to the south and will continue to do so in the future.

**G. The plan represents an overall development pattern that is consistent with the comprehensive plan and other adopted planning policies.**

The proposed plan is consistent with the comprehensive plan in that it is representing an investment in the existing area while at the same time maintaining the quality of design to be compatible with the neighborhood.

**RECOMMENDATION:**

It is the opinion of staff that the change in use from “magazine publishing business” to “professional offices” will have little if any negative impact on the area because it is a less intensive use. Therefore it is the recommendation of the Staff that the proposed land use amendment from “magazine publishing business” to “professional offices” be recommended to the City Council for approval and the Planning Commission approve the site plan subject to the following:

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4. That the design of the monument sign not be changed unless it is submitted to the Planning Commission for approval, however, the text of the sign may be changed to reflect the new use.

## MEMORANDUM

TO: City Council

FROM: Chauncey Depew

DATE: September 5, 2006

RE: Uniform Public Offense Code and Standard Traffic Ordinance for 2006;  
Summary of Changes

After reviewing the recently issued updates to the Uniform Public Offense Code (UPOC) and the Standard Traffic Ordinance (STO), it appears that there are some changes that need to be made to the Prairie Village City Code, Ordinance 2102 Chapter XI and Chapter XIV. These changes can be made by adopting the new ordinance which I have prepared and attached.

### UPOC

Section 3.1.1 Domestic Battery includes an additional section which specifically allows for a first-time offender to enter into a Diversion program with the prosecutor. Currently, all domestic battery cases are referred to the District Attorney Office for prosecution.

Section 3.2 Battery Against a Law Enforcement Officer adds campus police to the list of victims of this ordinance, and specifically excludes federal, state and local correctional officers as victims.

Section 3.8.1 Violation of a Protective Order adds a definition of "Order". Currently, these types of violations are handled in Johnson County District Court.

Section 5.3 Unlawfully Hosting Minors Consuming Alcoholic Liquor or Cereal Malt Beverage is now a Class A misdemeanor instead of a class B misdemeanor, and the **minimum** fine is now \$1,000.00 instead of \$200.00.

Section 6.6 Criminal Damage to Property changes the parameters of this misdemeanor, so that if the amount of the damage is less than \$1,000.00, it is a misdemeanor. In the previous version, the line between a felony and misdemeanor was \$500.00. This means that more cases will be filed as misdemeanors instead of felonies.

Section 6.17 Criminal Use of a Financial Card changes the parameters of this misdemeanor, so that if the amount charged is less than \$1,000.00 in a 7 day period, it is a misdemeanor. In the previous version, the line between a felony and a misdemeanor was \$500.00. This means that more cases will be charged as misdemeanors.

Section 9.8 Criminal Desecration changes the parameters of this misdemeanor, so that if the amount of the damage is less than \$1,000.00, it is a misdemeanor. In the previous



version, the line between a felony and misdemeanor was \$500.00. This means that more cases will be filed as misdemeanors instead of felonies.

Section 10.1 Criminal Use of Weapons is changed in the UPOC, but we always adopt our own version of this section. The main difference are new subsections which deal with Concealed Carry, which I have proposed that we adopt as part of our own ordinance, and which I have drafted.

Section 10.23 Trafficking in Counterfeit Drugs This is a new section, which we need to adopt. However, this will change the numbering of a few other sections which we adopt, that are not included in the UPOC.

- Our 10.23 needs to be changed to 10.24
- Our 10.24 needs to be changed to 10.25
- Our 10.25 needs to be changed to 10.26
- Our 10.26 needs to be changed to 10.27
- Our 10.27 needs to be changed to 10.28
- Our 10.28 needs to be changed to 10.29
- Our 10.29 needs to be changed to 10.30
- Our 10.30 needs to be changed to 10.31

Section 11.6 Inflicting Harm, etc. to a Police Dog, etc. is removed. I believe that this crime has been reclassified as a felony.

Section 11.11 Cruelty to Animals adds a catch-all subsection to include “any other acts” which constitute cruelty to animals.

I recommend adopting these changes to the UPOC by adopting the attached ordinance.

## **STO**

Section 1. Definitions adds definitions for School Crossing Guards, and for Work Site Utility Vehicles, in keeping with some new ordinances which are explained later.

Section 23. Accident Involving Death or Personal Injuries; Penalties adds the language “great bodily harm” to be included with “death” or “personal injury”. Also, if the injury to any persons or property is valued at over \$1,000.00, then the punishment is imprisonment for up to one year and/or a fine of up to \$2,500.00.

Section 27. Duty to Report Accidents adds the language “great bodily harm” to be included with “death” or “personal injury”.

Section 30.2. Preliminary Breath Test comprehensively changes the language of this ordinance to conform with recent case law changes, so that our officers can again enforce this ordinance.

Section 61.1. Passing When Near Stationary Authorized Emergency Vehicle adds another prohibition to this ordinance.

Section 62. Highway Construction and Maintenance now requires drivers to actually change lanes to avoid stationary authorized repair vehicles, if possible.

Section 64.1. School Crossing Guard; Disobeying is a new section prohibiting a driver from ignoring a lawful order from a school crossing guard.

Section 141. Motorcycle Footrests and Handlebars revokes the prohibition on “ape-hanger” handlebars.

Section 144. Required Headlamps adds criteria for when headlights must be on, most notably when windshield wipers are on, but requires a warning instead of a fine in that situation.

Section 182. Child Safety Restraints adds a seatbelt requirement for children ages 8 to 14, with certain weight exclusions. Also excepts situations where there are more children in the vehicle than securing locations, and drastically increases the punishment for a violation of this section, including a fine increase from \$20.00 to \$60.00.

Section 194. Driving While Suspended, etc. provides for stricter penalties for a 3<sup>rd</sup> or subsequent conviction.

Section 195.1. Habitual Violator provides for stricter penalties for a 3<sup>rd</sup> or subsequent conviction.

Section 198. Illegal Tag adds a provision relating to self-propelled cranes.

I recommend adopting these changes to the STO by adopting the attached ordinance.



Chauncey M. Depew  
City Prosecutor.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER XI OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, 2003, ENTITLED "PUBLIC OFFENSES" BY INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES", EDITION OF 2006, WITH CERTAIN DELETIONS AND ADDITIONS; PRESCRIBING ADDITIONAL REGULATIONS; AND REPEALING CHAPTER XI, ARTICLE 1 OF THE PRAIRIE VILLAGE MUNICIPAL CODE, AND AMENDING CHAPTER XI, ARTICLE 3; **AND**

AMENDING CHAPTER XIV OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, 2003, ENTITLED "TRAFFIC" BY REPEALING CHAPTER XIV, ARTICLE 1 ENTITLED "STANDARD TRAFFIC ORDINANCE" AND INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES", EDITION OF 2006, WITH CERTAIN DELETIONS AND ADDITIONS; AND PRESCRIBING ADDITIONAL REGULATIONS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

**A. CHAPTER XI, ARTICLE 1**

**SECTION ONE**

11-101. is hereby adopted to read as follows:

**11-101. INCORPORATING UNIFORM PUBLIC OFFENSE CODE.**  
There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Prairie Village, Kansas, that certain code known as the "Uniform Public Offense Code," edition of 2006, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, with certain sections deleted and with additional and supplemental sections, such incorporations being authorized by K.S.A. §§12-3301 and 12-3302 and K.S.A. §§12-3009 through 12-3012. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped, "Official Copy as Adopted by Ordinance No. \_\_\_\_\_" with such additional sections clearly marked and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

**SECTION TWO**

Article 5 of the Uniform Public Offense Code is hereby amended by deleting existing Section 5.6 and inserting in place thereof the following:

**Section 5.6 Purchase or Possession of Cigarettes or Tobacco Products by a Minor.**

It shall be unlawful for any person:

- (a) Who is under 18 years of age to purchase or attempt to purchase cigarettes or tobacco products; or
- (b) Who is under 18 years of age to possess or attempt to possess cigarettes or tobacco products. (K.S.A. 79-3321:3322, as amended)

Violation of this section shall be an ordinance cigarette or tobacco infraction for which the fine shall be a minimum of \$25 and a maximum of \$100. In addition, the judge may require the juvenile to appear in court with a parent or legal guardian.

### **SECTION THREE**

Article 5 of the Uniform Public Offense Code is hereby amended by deleting the existing Section 5.8 and inserting in place thereof the following:

#### **Section 5.8 Unlawful Possession, Consumption, and Acquisition of Alcohol or Cereal Malt Beverages by a Minor.**

- (a) No person under 21 years of age shall possess or consume alcoholic liquor or cereal malt beverages except as authorized by law.  
Violation of this subsection is a violation punishable:
  - (1) By a fine of not less than \$200.00 or by 40 hours of community service or by both, if committed on premises licensed pursuant to Article 26 of Chapter 41 of the Kansas Statutes Annotated; or
  - (2) By a fine of not less than \$200.00 or by 10 hours of community service, or by both, if committed on any other premises.
- (b) No person under 21 years of age shall obtain or purchase, or attempt to obtain or purchase, alcoholic liquor or cereal malt beverages from any person except as authorized by law.  
Violation of this subsection is a violation punishable by a fine of not less than \$100.00 and not more than \$250.00 or by 40 hours of community service, or by both.

### **SECTION FOUR**

Article 6 of the Uniform Public Offense Code is hereby supplemented to add the following provisions:

#### **Section 6.24 Unlawful Posting of Pictures and Advertisements.**

- (a) Unlawful posting of pictures and advertisements is:
  - (1) The putting up, affixing or fastening of either or both to a traffic control device or traffic control standard or telegraph, telephone, electric light, power or other utility pole, but it is not unlawful to affix official traffic control devices to such poles; or
  - (2) The placement of either or both on public property other than as prescribed in subdivision 3 of this subsection;

- (3) The placement of either or both on right-of-way without the consent of the landowner or the person in possession whose land lies along the right-of-way where such picture or advertisement is placed; or
  - (4) The placement of either on private property without the consent of the landowner or the person in possession of such property.
- (b) It is unlawful for any person within the city limits to tack, paste, paint, hang or place in any manner whatsoever, or cause to be tacked, posted, hung, or placed in any manner whatsoever, any handbills, dodgers, signs, or advertisements, written or unwritten, or printed matter, to or upon any telephone or telephone pole, sidewalk, or building in the city, or to throw, scatter or cause to be thrown or scattered, any handbills, dodgers or other advertisements or propaganda, or of written or printed matter or paper of any kind upon any street, alley, sidewalk, vacant lot, city property, or yard within the city limits.

Unlawful posting of pictures and advertisements is a Class C violation.

**Section 6.25 Opening, Damaging or Removing Coin-Operated Machines.**

Opening, damaging or removing coin-operated machines is willfully and knowingly opening, removing or damaging any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services or any part thereof, with intent to commit theft.

Violation of this section is a Class A violation.

**Section 6.26 Possession of Tools for Opening, Damaging or Removing Coin-Operated Machines.**

Possession of tools for opening, damaging or removing coin-operated machines is the possession of any key, tool, instrument or other device, or any drawing, print or mold of a key or other device or any explosive specifically designed for or suitable for the use in opening or breaking into any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services with intent to commit theft.

Violation of this section is a Class B violation.

**SECTION FIVE**

Article 9 of the Uniform Public Offense Code is hereby supplemented to add the following provisions:

**Section 9.14 Loitering.**

(a) Loitering is loafing, wandering, standing or remaining idle, either alone or in concert with others, in a public place in such manner so as to:

(1) Obstruct any public street, public highway, public sidewalk or public building or any other place of public access by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;

(2) Committing in or upon any public street, public highway, public sidewalk or public building or any other place of public access any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or public building or any other place of public access, all of which prevents the free and uninterrupted ingress, egress and regress therein, thereon and thereto.

(b) When any person causes or commits any of the conditions enumerated in this section, a law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such order is guilty of a violation of this section.

Violation of this section is a Class C violation.

#### **Section 9.15 Unsolicited Publications -- Penalty.**

(a) No person shall either directly or indirectly place or deposit or cause to be placed or deposited, upon any building or structures used for human abode, including the lot or lots upon which the structure is located or upon any right-of-way or city property within the city, any newspaper, magazine, publication or any other printed material if the owner or occupant of the structure has previously requested in writing that the publisher or deliverer of the material not place or deposit the material on the structure or lot.

(b) Exceptions. The provisions of this section shall not apply to distributions made through the U.S. Postal Service or any other private postal service.

(c) Penalties. Any person who violates the provisions of this section shall, upon conviction thereof, be punished for each such violation by a fine not exceeding \$100 for each such violation.

#### **Section 9.16 Residential Picketing.**

It is unlawful for any person to engage in picketing before or about the residence or dwelling of any individual in the city or before or about any church in the city.

Every person convicted of violating this section shall be imprisoned for not more than one year or fined not more than \$2,500 or by both such fine and imprisonment, provided that any person convicted of a second or subsequent conviction shall be required to be confined to not less than five consecutive days in the county jail in addition to any penalty assessed, which period of imprisonment shall not be suspended nor the defendant placed on probation until the five consecutive days are served.

## **SECTION SIX**

Article 10 of the Uniform Public Offense Code is hereby amended by deleting existing Section 10.1 and inserting in place thereof the following:

### **Section 10.1. Criminal Use of Weapons.**

- (a) Criminal use of weapons is knowingly:
- (1) selling, manufacturing, purchasing, possessing or carrying any bludgeon, sandclub, metal knuckles or throwing star, or any knife, commonly referred to as a switch-blade, which has a blade that opens automatically by hand pressure applied to a button, spring or other device in the handle of the knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
  - (2) carrying concealed on one's person, or possessing with intent to use the same unlawfully against another, a dagger, dirk, billy, blackjack, slung shot, dangerous knife, straight-edged razor stiletto or any other dangerous or deadly weapon or instrument of like character, except that an ordinary pocket knife, with no blade more than four inches in length, shall not be construed to be a dangerous knife or a dangerous or deadly weapon or instrument;
  - (3) carrying on one's person or in any land, water or air vehicle, with intent to use the same unlawfully, a tear gas or smoke bomb or projector or any object containing a noxious liquid, gas or substance;
  - (4) carrying any pistol, revolver, shotgun, rifle or other firearm with similar characteristics, concealed or exposed on or about the person, or in or on any part or area of any air, land or water vehicle unless the pistol, revolver or other firearm is unloaded and encased in a container that completely encloses the pistol, revolver or other firearm, except when on the person's land or in the person's abode or fixed place of business;
  - (5) setting a spring gun;

- (6) possessing any device or attachment of any kind designed, used or intended for use in silencing the report of any firearm.
- (b) Subsections (a)(1), (2), (3) and (4) shall not apply to or affect any of the following:
- (1) law enforcement officers, or any person summoned by an officer to assist in making arrests or preserving the peace, while actually engaged in assisting that officer;
  - (2) wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crimes, while acting within the scope of their authority;
  - (3) members of the armed services or reserve forces of the United States or the Kansas national guard, while in the performance of their official duty; or
  - (4) manufacture of, transportation to or sale of weapons to a person authorized under (b)(1) through (b)(3) of this section to possess those weapons.
- (c) Subsection (a)(4) does not apply to or affect the following:
- (1) watchmen, while actually engaged in the performance of the duties of their employment;
  - (2) licensed hunters or fishermen, while engaged in hunting or fishing;
  - (3) private detectives licensed by the state to carry the firearm involved, while actually engaged in the duties of their employment;
  - (4) detectives or special agents regularly employed by railroad companies or other corporations to perform full-time security or investigative service, while actually engaged in the duties of their employment; or
  - (5) the state fire marshal, the state fire marshal's deputies or any member of a fire department authorized to carry a firearm pursuant to K.S.A. Supp. 31-157 and amendments thereto, while engaged in an investigation in which the fire marshal, deputy or member is authorized to carry a firearm, pursuant to K.S.A. 31-157 and amendments thereto.



- (d) Subsections (a)(1) and (6) shall not apply to any person who sells, purchases, possesses or carries a firearm, device or attachment that has been rendered unserviceable by steel weld in the chamber and marriage weld of the barrel to the receiver and that has been registered in the national firearms registration and transfer record in compliance with 26 U.S.C. 5841 *et seq.* in the name of that person and, if that person transfers that firearm, device or attachment to another person, has been so registered in the transferee's name by the transferor.
- (e) It shall be a defense that the defendant is within an exemption. (K.S.A. 21-4201)
- (f) Violation of this section is a Class A violation.

#### **10.1.1 Concealed Carry; Where Prohibited.**

- (a) No license issued pursuant to Chapter 32 of the 2006 Session Laws of Kansas shall authorize the licenses to carry a concealed weapon into:
  - (1) Any place where an activity declared a common nuisance by K.S.A. 22-3901, and amendments thereto, is maintained;
  - (2) Any police, sheriff, or highway patrol station;
  - (3) Any detention facility, prison, or jail;
  - (4) Any courthouse;
  - (5) Any courtroom, except that nothing in this section would preclude a judge from carrying a concealed weapon or determining who will carry a concealed weapon in the judge's courtroom;
  - (6) Any polling place on the day an election is held;
  - (7) Any meeting of the governing body of a court, city, or other political or taxing subdivision of the state, or any committee or subcommittee thereof;
  - (8) On the state fairgrounds;
  - (9) Any state office building;
  - (10) Any athletic event not related to or involving firearms which is sponsored by a private or public elementary or secondary school or any private or public institute of postsecondary education;

- (11) Any professional athletic event not related to or involving firearms;
- (12) Any portion of a drinking establishment as defined by K.S.A. 41-2601, and amendments thereto, except that this provision shall not apply to a restaurant as defined by K.S.A. 41-2601, and amendments thereto;
- (13) Any elementary or secondary school building or structure used for student instruction or attendance;
- (14) Any community college, college, or university facility;
- (15) Any place where the carrying of firearms is prohibited by federal or state law;
- (16) Any child exchange and visitation center provided for in K.S.A. 75-720 and amendments thereto;
- (17) Any community mental health center organized pursuant to K.S.A. 19-4001 *et seq.*, and amendments thereto; mental health clinic organized pursuant to K.S.A. 65-211 *et seq.*, and amendments thereto; psychiatric hospital licensed under K.S.A. 75-3307b, and amendments thereto; or state psychiatric hospital, as follows: Larned state hospital, Osawatomie state hospital, or Rainbow mental health facility;
- (18) Any city hall;
- (19) Any public library operated by the state or by a political subdivision of the state;
- (20) Any day care home or group day care home, as defined in Kansas administrative regulation 28-4-113, or any preschool or childcare center, as defined in Kansas administrative regulation 28-4-420; or
- (21) Any church or temple.

(b) Violation of section is a class A violation. (2006 Session Laws of Kansas, Chapter 32)

#### **10.1.2 Concealed Carry; Where Prohibited by Employers.**

- (a) Nothing in Chapter 32 of the 2006 Session laws of Kansas shall be construed to prevent:
  - (1) Any public or private employer from restricting or prohibiting in any manner persons licensed under the act from carrying a concealed

weapon while on the premises of the employer's business or while engaged in the duties of the person's employment by the employer; or

- (2) Any entity owning or operating business premises open to the public from restricting or prohibiting in any manner persons licensed under the act from carrying a concealed weapon while on such premises, provided that the premises are posted in a manner reasonably likely to come to the attention of persons entering the premises, as premises where carrying a concealed weapon is prohibited; or
  - (3) A property owner from restricting or prohibiting to any manner persons licensed under the act from carrying a concealed weapon while on such property provided that the premises are posted, in a manner reasonably likely to come to the attention of persons entering the property where carrying a concealed weapon is prohibited.
- (b) Carrying a concealed weapon on premises in violation of any restriction or prohibition allowed by subsection (a), or in violation of any restriction or prohibition allowed by subsection (b) or (c) if the premises are posted as required by such subsection, is a class B violation. (2006 Session Laws of Kansas, Chapter 32)

**10.1.3 Concealed Carry; When Impaired.** It is a class A violation for a person licensed pursuant to Chapter 32 of the 2006 Session Laws of Kansas to carry a concealed weapon while under the influence of alcohol or drugs, or both. (2006 Sessions Laws of Kansas, Chapter 32)

## **SECTION SEVEN**

Article 10 of the Uniform Public Offense Code is hereby supplemented to add the following provisions:

### **Section 10.24 Intoxicating Liquor and Cereal Malt Beverage -- Consumption and Possession of Open Containers Prohibited at Certain Places.**

It is unlawful for any person to drink, consume, or possess an open container of alcoholic liquor or cereal malt beverage upon the public streets, alleys, roads or highways, or upon property owned by the City.

- (a) The provisions of this section shall not apply to the consumption or possession of alcoholic liquor or cereal malt beverage upon property owned by the city and operated as the Prairie Village Community Center; provided further, that no person shall possess or consume any alcoholic liquor or cereal malt beverage at the Prairie Village Community Center unless:

(1) That person is in attendance at an event or a function for which permit authorizing the serving and consumption of liquor and beer has been previously issued by the city, and

(2) The liquor or beer being consumed has been provided by the individual, person, or organization to which the permit has been issued.

Violation of this section is a Class C violation.

#### **Section 10.25 Drunkenness.**

It is unlawful for any person to be drunk on any highway, street or in any public place or building in the city.

Violation of this section is a Class B violation.

#### **Section 10.26 Impersonating an Officer.**

It is unlawful for any person to exercise or to assume to exercise any of the powers conferred upon any police officer, or to represent himself or herself to be any such officer, or to possess the power and authority thereof, unless such person is a duly authorized officer of the law.

Violation of this section is a Class B violation.

#### **Section 10.27 Vehicles in City Parks.**

It is unlawful to run, stand or park any motor vehicle or motorized bicycle through or across or over any part of any city park, other than roadways or parking areas so designated.

Violation of this section is a Class C violation.

#### **Section 10.28 Smoking on Common Carrier Buses -- Penalty.**

(a) No person shall smoke or carry in his or her hand a lighted cigar, cigarette or pipe, while in or upon any motorbus operated in common carrier passenger service upon the streets or public ways of the city.

(b) Any person who shall violate any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$5 nor more than \$100.

#### **Section 10.29 Public Urination or Defecation.**

No person shall urinate or defecate in any place open to the public or while exposed to public view, except while using appropriate fixtures in a restroom or other facility designed for the sanitary disposal of human waste.

Violation of this section is a Class C violation.

#### **Section 10.30 Public Nudity.**

No person shall knowingly or intentionally appear in a state of nudity in a public place. Nudity is defined as the showing of the human male or female genitals, pubic area or buttocks with less than a full opaque covering; the showing of the female breast with less than a full opaque covering of any portion thereof below the top of the nipple; or the depiction of covered male genitals in a discernible state of sexual arousal.

Violation of this section is a Class A violation.

## **SECTION EIGHT**

Article 11 of the Uniform Public Offense Code is hereby supplemented to add the following provision:

### **Section 11.13 Window Peeping.**

Window peeping is the going upon property owned or occupied by another without such person's consent for the purpose of looking into any window, door, skylight or other opening into a house, room or building.

Violation of this section is a Class A violation.

## **SECTION NINE**      Repeal

Existing Article 1 of Chapter XI of the Prairie Village Municipal Code is hereby repealed.

## **B.      CHAPTER XI, ARTICLE 3**

### **SECTION TEN**

Existing Chapter XI, Article 3 of the Prairie Village Municipal Code, entitled, "Drugs" is hereby amended as follows: (emphasis supplied)

#### 11-302.            REGULATIONS.

(a) It is unlawful for any person to deliver, possess, manufacture, have under his or her control, sell or offer for sale any drugs **or controlled substances** unless:

(1) **If a drug**, such drug is delivered by a pharmacist or his or her authorized agent, in good faith upon prescription and there is affixed to the immediate container in which such drug is delivered a label bearing:

(A) The name and address of the owner of the establishment from which such drug was delivered,

(B) The date on which the prescription for such drug was filled,

(C) The number of such prescription as filed in the prescription files of the pharmacist who filed such prescription;

(D) The name of the practitioner who prescribed such drug;

- (E) The name and address of the patient, and if such drug was prescribed for an animal, a statement showing the species of the animal; and
  - (F) The direction for use of the drug and cautionary statements, if any, as contained in the prescription.
- (2) In the event that such delivery is pursuant to telephonic order, such prescription shall be promptly reduced to writing and filed by the pharmacist; or
  - (3) Such drug is delivered by a practitioner in good faith and in the course of his or her professional practice only.
- (b) It is unlawful for any person to refill any prescription for a drug unless such refilling is specifically authorized by the prescriber.
  - (c) It is unlawful for any person to possess a drug unless such person obtained such drug on the prescription of a practitioner or in accordance with subdivision (3) of subsection (a) of this section or from a person licensed by the laws of any other state or the District of Columbia to prescribe or dispense drugs.
  - (d) It is unlawful for any person to obtain or attempt to obtain a drug by fraud, deceit, misrepresentation or subterfuge; or by the forgery or alteration of a prescription; or by the use of a false name or the giving of a false address.
  - (e) It is unlawful for any person to sell, offer for sale or have in his or her possession with the intent to sell any **controlled substance** described in section 11-301.
  - (f) It shall be unlawful for any person to sell, offer to sell, dispense, give away or display any instrument or simulated controlled substance or simulated drug in or upon any premises which: (1) are premises open to minors, unless the instruments, simulated controlled substances or simulated drugs are kept in such part of the premises that is not open to view by minors or to which minors do not have access; or (2) are in close proximity to a school. Provided, however, that display of any such items at a place of display for education or scientific purpose shall not be unlawful.

## C. **CHAPTER XIV, ARTICLE 1**

### **SECTION ELEVEN**

14-101. is hereby adopted to read as follows:

#### **14-101. INCORPORATING STANDARD TRAFFIC ORDINANCE**

A. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Prairie Village, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2006, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed, such incorporation being authorized by K.S.A. 12-3301 and 12-3302 and

K.S.A. 12-3309 through 12-3012. Not less than three copies of said standard ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, municipal judges and all administrative departments of the city charged with the enforcement of the ordinances shall be supplied, at the cost of the city, such number of official copies of such "Standard Traffic Ordinance" similarly marked, deleted and changed as may be deemed expedient.

### **SECTION TWELVE**

Article 13, Section 87 of the Standard Traffic Ordinance is hereby amended as follows:

Article 13, Section 87, subsection (e)(2): Violation of subsection (e)(1) is punishable by a mandatory fine of \$100.

### **SECTION THIRTEEN**

14-102 is hereby adopted as follows:

**14-102. SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.**

(a) An ordinance traffic infraction is a violation of any section of this article that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. Supp. 8-2118.

(b) All traffic violations which are included within this article, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses.

### **SECTION FOURTEEN**

14-103 is hereby adopted as follows:

**14-103. PENALTY FOR SCHEDULED FINES.**

The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judges establish a fine in a fine schedule shall not be more than \$500. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$500.

**SECTION FIFTEEN**

Article Four, Section 13.1 of the Standard Traffic Ordinance is hereby amended as follows:

Article Four, Section 13.1, subsection (c) "The provisions of this section shall not apply to the operator, passenger, or owner of any of the following authorized emergency or public works vehicles, in the course of such person's emergency or public safety duties:

- (1) Publicly owned fire department vehicles
- (2) Publicly owned police vehicles
- (3) Motor vehicles operated by ambulance services permitted by the emergency medical services board; or
- (4) Publicly owned public works vehicles during snow removal operations.

**SECTION SIXTEEN**

Existing Article 1 of Chapter XIV of the Prairie Village Municipal Code is hereby repealed.

**SECTION SEVENTEEN**

Effective Date

This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.**

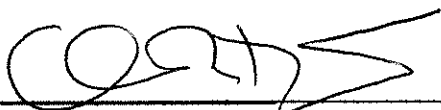
\_\_\_\_\_  
RONALD SHAFFER, MAYOR

ATTEST:

\_\_\_\_\_  
JOYCE HAGEN MUNDY, CITY CLERK



APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'C. Depew', written over a horizontal line.

CHAUNCEY M. DEPEW, ASSISTANT CITY ATTORNEY

**POL2006-36 Consider Amendments to Personnel Policy 1005 - Vacations**

**Issue:**

Should the City Council approve amendments to the City's Vacations Policy?

**Background:**

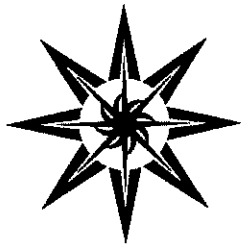
A review of the City's Personnel Policies regarding leave time has revealed the need to revise the policy to provide clarification and establish procedures regarding the vacation leave process. The proposed policy revisions focus on the following issues:

**Section V. B. 1.**

This section has been changed to allow immediate use of vacation leave benefit by employees as this benefit is accrued. This change will make the City's vacation policy consistent with the City's sick leave policy. The current policy requires that an employee be employed with the City ninety days before he/she may use their vacation leave benefit.

**Recommendation:**

**RECOMMEND THE CITY COUNCIL APPROVE AMENDMENTS TO COUNCIL POLICY PP1005 - VACATIONS.**



## City Council Policy: PP1005 - VACATIONS

Effective Date:

Amends: PP1005 - VACATIONS, October 17, 2005

Approved By: City Council,

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### I. SCOPE

A. This policy applies to all trial, training and regular City employees.

### II. PURPOSE

A. To provide eligible employees with paid time off from work.

### III. RESPONSIBILITY

A. The employee will be responsible for completing the necessary documentation and notifying his or her Manager of their request to utilize vacation leave.

B. The Manager will be responsible for approving any vacation leave and ensuring that the necessary documentation is completed by the employee.

### IV. DEFINITIONS

A. "Manager" is defined as one of the following:

1. City Administrator;
2. Assistant City Administrator;
3. Chief of Police;
4. Public Works Director;
5. Or the designee of the positions listed.

B. "Employee" is defined as anyone classified as such in *Personnel Policy #010 - Definitions of Employment Status*.

C. "Vacation leave" is defined as cash compensation equivalent to the employee's approved rate of pay.

D. "Sick leave" is defined as cash compensation equivalent to the employee's approved rate of pay, as allowed by *Personnel Policy #213 - Sick Leave*.

E. "Hospitalization" is defined as being admitted to a hospital for medical care.

F. "Health care provider" means a medical doctor or osteopathic doctor authorized to practice in the state, or other state licensed medical personnel such as a clinical psychologist, optometrist, dentist, chiropractor or nurse practitioner. Certain Christian Science practitioners are also considered health care providers.

### V. POLICY

A. Use of Benefit

1. Vacation leave may be taken in one-hour increments.
2. Selection of vacation leave dates is subject to the approval of the employee's Manager.
  - a.) Vacation leave requests may be denied due to inadequate notice or staffing requirements.
    - Preference in selection of vacation leave will be determined by the Manager.
  - b.) Vacation leave must be scheduled and approved by the employee's Manager before becoming effective.
3. If an employee has scheduled or is on vacation leave when a hospitalization occurs, the employee may request that the leave be charged as sick leave rather than vacation if an adequate amount of sick leave has been accumulated by the employee. The Manager in his or her sole discretion has the authority to change the leave classification for the period of the illness and/or recovery.
  - a.) Documentation from a health care provider will be required when an employee wishes to re-classify scheduled vacation leave to sick leave. That documentation should include:
    - Name of the employee; and
    - Name of the employee or immediate family member attended to; and
    - Date(s) the employee or immediate family member were hospitalized under the health care provider's care; and
    - Signature of the health care provider.
4. Unused vacation leave may be paid to employees upon separation or termination provided they have completed at least 90 calendar days of continuous service.

## PP1005 Vacations

5. **Vacation leave** may not be used as two-week resignation notice, unless requested and approved by the **Manager**.
6. Should a City paid holiday fall during an **employee's vacation**, the **employee** will not be charged that day as **vacation leave**.

### B. Eligibility

1. An employee may utilize his or her accumulated vacation leave benefit immediately after his or her date of hire. Trial employees are eligible to use paid vacation time after 90 days of service.

### C. Accumulation of Benefits

1. **Vacation leave** is earned and accrued in any pay period in which the **employee** is compensated the full time equivalent of forty (40) hours or more in a pay period.
2. Regular part-time **employees** who are expected to work one-thousand forty (1,040) hours or more in a calendar year, will earn **vacation leave** based on total number of hours worked.
3. An **employee's vacation leave** is based on the **employee's** length of continuous employment.
  - a.) First five years of service. During the first five years of continuous service full-time **employees** earn **vacation leave** at the rate of 3.385 hours per pay period.
  - b.) Six through ten years of service. After five years of continuous service full-time **employees** earn **vacation leave** at the rate of 4.62 hours per pay period.
  - c.) Eleven or more years of service. After ten years of continuous full-time service full-time **employees** earn **vacation leave** at the rate of 6.15 hours per pay period.
4. **Unused Vacation Leave**
  - a.) An **employee's** unused **vacation leave**, up to his or her annual allocation may be carried over to the following year.
  - b.) Accumulated **vacation leave** in excess of an **employee's** annual allocation not taken within the year of eligibility, except authorized carryover, shall be forfeited.
  - c.) A regular **employee** who wishes to carry over more hours than his or her annual allocation must submit such a request in writing to his or her **Manager** by the end of business on December 31<sup>st</sup> of the current year.

## VI. PROCEDURES

- A. Prior to the **employee's** scheduled time to report for duty, he or she must notify his or her **Manager** no later than the time established as procedure for the **employee's** department, if possible, of his or her intent to use **vacation leave**.
- B. **Employees** who are not exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) may take **vacation leave** in one (1) hour increments. This will prevent an **employee** from being assessed one (1) full day of **vacation leave** when absence is actually less.
- C. **Employees** who are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) are not subject to salary or **vacation leave** reductions for absences of less than eight (8) hours.
- D. The **employee** will be required to complete a ~~Request for Leave~~ request the use of vacation leave form prior to taking ~~vacation leave~~ utilizing the leave time, if possible, or upon returning to work.
- E. The ~~Request for Leave form~~ request for use of vacation leave will be approved by the **Manager** before being charged as **vacation leave**.
- F. Each department will maintain a department schedule and record the **vacation leave** taken by each **employee**.
- G. The **vacation leave** balance for each **employee** will be recorded on **employee pay stubs**.

**POL2006-\_\_\_ Consider Amendments to Personnel Policy 1007 - Sick Leave**

**Issue:**

Should the City Council approve amendments to the City's Sick Leave Policy?

**Background:**

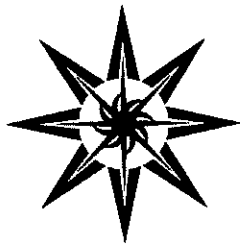
A review of the City's Personnel Policies regarding leave time has revealed the need to revise the policy to provide clarification and establish procedures regarding the sick leave process. The proposed policy revisions focus on the following issues:

**Section V. B. 1.**

This section has been changed to allow immediate use of sick leave benefit pursuant to FBD recommendation in Compensation and Benefits Study and in order to maintain consistency with the City's vacation leave benefit. The current policy requires that an employee be employed with the City ninety days before he/she may use their sick leave benefit.

**Recommendation:**

**RECOMMEND THE CITY COUNCIL APPROVE AMENDMENTS TO COUNCIL POLICY PP1007 - SICK LEAVE.**



## City Council Policy: PP1007 - SICK LEAVE

Effective Date: January 18, 1994

Amends: PP213 - SICK LEAVE, January 18, 1994

Approved By:

### I. SCOPE

A. This policy applies to all exempt and non-exempt trial and regular City employees.

### II. PURPOSE

A. To provide income protection for employees who, because of illness or accident, are temporarily disabled and absent from work for limited periods of time.

### III. RESPONSIBILITY

### IV. DEFINITIONS

A. Sick leave benefit is cash compensation equivalent to the employee's daily rate of pay.

B. "Immediate family" is defined as someone the employee must take care of, i.e., spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, or any blood relative residing in the employee's home.

C. False reporting of sick time - When an employee reports to his supervisor that he/she is ill and unable to report for duty, time off is allowed.

### V. POLICY

A. The City has a direct interest in the welfare and productivity of its employees. The intent of this sick leave policy is to provide for instances when the employee is truly incapable of working, or when the employee should not be on the job because of a contagious condition. In no event is sick leave to be used as vacation or to be abused.

B. Amount of Benefit.

1. During absence from work caused by personal illness or injury as a result of an accident, an eligible employee's wage or salary will be continued according to his/her amount of accumulated benefits.

C. This policy is intended to allow a minimum of time off during the year with pay so that employees are not penalized for being sick. In the same respect, it is not expected that an employee will use total sick days accumulated each year on a continual basis. This is excessive and is not the intent of the City's sick time policy.

D. The City program allows an employee to accumulate sick time to assist with a major illness, not as a means to obtain extra days off per year.

E. Accumulation of Benefits.

1. A trial or regular employee earns and accrues one-half day of sick leave on a bi-weekly basis to a maximum of 12 days per calendar year. Accrual begins the pay period following the date of hire or transfer to regular position. If an employee is paid for any portion or all of the pay period, accrual is earned.

2. Sick leave with pay may be accumulated to a maximum of one hundred forty days.

3. Trial and regular part-time employees may earn sick leave benefits based on the total number of hours worked.

4. The number of sick leave days credited is not intended to establish a guideline for acceptable attendance.

F. Eligibility

1. An employee is eligible for benefits if the following requirements are fulfilled:

2. An employee may utilize his or her accumulated sick leave benefit immediately after his or her date of hire. An employee is first eligible to use the benefit 90 days after date of hire.

3. The City may require an employee to support a request for sick leave benefits by medical certification of disability by the City Physician.

### VI. PROCEDURES

A. These guidelines will be followed by department heads administering sick leave:

B. Uses of Sick Leave:

1. Personal illness, injury or disability.

2. Necessary medical treatment, with approval of the department head.
    - a.) Because many doctors and dentists will not schedule appointments after hours and on weekends, it is sometimes necessary for employees to schedule them during working hours. If the employee works part of the day and notifies the supervisor in advance of the appointment, it will be counted toward his/her sick time (but will not be counted towards the six illnesses described on page 4 Section F2 b1).
  3. Enforced quarantine of the employee, in accordance with community health regulations.
  4. Serious illness in the immediate family, with the approval of the department head. "Immediate family" is defined as someone the employee must take care of, i.e., spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, or any blood relative residing in the employee's home.
- C. Reporting Sick Leave
1. Prior to the employee's scheduled time to report for duty, he/she must notify his/her immediate supervisor by telephone or messenger no later than the time established as procedure for the employee's department.
  2. Sick leave may be taken in one (1) hour increments. This will prevent an employee from being assessed one (1) full day of sick leave when absence is actually less.
  3. Maintenance of Contact.
    - a.) During a period of sick leave, an employee is expected to maintain regular contact with the supervisor (or make other suitable arrangements) in order for the supervisor to know the employee's estimated date of return of work.
    - b.) An employee taking sick leave is expected to be available to be contacted by his/her supervisor during the period of sick leave.
    - c.) Sick leave benefits are contingent upon maintenance of regular contact.
  4. Upon return to work, the employee must file a written report form stating the reasons for the absence. The Request for Sick Leave form will be investigated and approved by the department head before being charged to sick leave.
  5. A physician's report will be required when the sick leave extends beyond seven (7) consecutive calendar days, and at the end of each succeeding fifteen (15) day period. The City has the right to request a physician's report to verify illness or injury at such other times as may be deemed necessary by the City.
  6. Before an employee can be permitted to perform his/her duties after having sustained an injury or having been ill beyond seven (7) consecutive calendar days, he/she must present the department head with a physician's report which states he/she is able to return to his/her normal job.
- D. Extended Sick Leave
1. Whenever an employee has exhausted all sick leave, he/she may be placed on Family and Medical leave or leave of absence without pay according to the regulations pertaining to such leaves.
- E. Sick Leave Incentive
1. Employees who have taken 16 hours or less of sick leave for a calendar year will be eligible for a bonus of the amount equal to two days pay at the December 31 rate for the year.
  2. The employee, at his/her option may increase accumulated sick leave by two days and forego the cash payment. Employees must be employed by the City from January 1 through December 31, to be eligible.
- F. Terminal Leave
1. Employees who worked for the City prior to January 1, 1983, upon retirement\* will be paid an amount equal to 50% of the December 31, 1982 accumulation (up to a maximum of 140 working days) or 50% of their retirement accumulation (up to a maximum of 140 working days) or \$5,000.00, whichever is the least.
  2. Such employees may elect to use half of the smaller accumulation, or the number of working days equal to \$5,000.00, whichever is the lesser, to retire that much earlier.
  3. In all cases, the retiring employee must give ten working days notice before he/she retires.
  4. \*For the purposes of this section only; retiring means an employee with twenty years of service or at least 55 years of age.
- G. In a regular employee exhausts his/her paid sick leave reserve, he/she must then use his/her vacation leave.
- H. Abuse of sick leave benefits:
1. False reporting of sick time - When an employee reports to his supervisor that he/she is ill and unable to report for duty, time off is allowed. If an employee falsely reports being sick, the following actions will be taken:
    - a.) First offense - three day suspension without pay
    - b.) Second offense - Termination
- I. Abuse of sick time
1. The abuse of sick time is not acceptable. Employees are needed to provide the services of the City. Frequent illness indicates a need for medical assistance in order to improve physical condition. In

## PP1007 Sick Leave

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addition, each time one employee calls in sick, it requires that another employee perform that duty, or the work goes undone for that day. The following procedure will be followed:

- a.) Any employee who has filed more than six Request for Paid Sick Leave forms for personal illness during any twelve month period will submit subsequent forms in person to his/her department head upon returning to work.
  - b.) The department head may require the employee to provide verification of his/her physical condition. This verification shall either be provided by the City Physician or his/her personal physician, as determined by the Department Head.
  - c.) Abuse of sick leave may subject the employee to disciplinary action by the Department Head.
- J. Full-time employees who have exhausted all their sick leave and are suffering from a serious personal illness or injury or who must take care of an immediate family member with a serious illness may apply to the Personnel Director for donated sick leave.
1. The employee making the request must include the following information:
    - a.) The nature of the illness or injury, medical documentation of the illness or injury;
    - b.) Estimated duration of the condition;
    - c.) Whether the request is for the employee or an immediate family member; and
    - d.) A specific number of hours requested.
  2. The employee making the request will also indicate whether he or she would like his or her request made public to all City employees.
  3. Family members may request donated sick leave on behalf of employees who are unable to request for themselves.
  4. The employee making the request must have exhausted all accrued sick leave, vacation and other paid compensatory time off.
  5. The employee may only take sick leave for the reasons outlined in Personnel Policy #213, "Sick Leave" V.A.
  6. An employee will not accrue vacation or sick leave while receiving donated sick leave.



REQUEST FOR SICK LEAVE

With Pay

E M P L O Y E  R E Q U E S T	Name		Address	Telephone Number
	Social Security Number		Position	Employment Date
	Department			Sick Day(s)
	Request is made for sick leave with pay, as indicated below:			
	___ Disability (including pregnancy)		___ Medical appointment	
	___ Disability - work related		___ Other _____	
	___ Illness		_____	
Dates		Brief description of illness, symptoms, etc.		
Start	Return			
I understand that the leave, if granted, may be used only for the purpose described above and use of the leave for any other purpose will be grounds for disciplinary action up to and including dismissal.				
Signature of Employee _____			Date _____	
P H Y S I C I A N	If requested by Department Head, have your physician complete the following statement: The above-named is a patient in my care, and is expected to be able to resume his/her usual occupation on or about _____.			
	Physician's Address _____			Telephone Number _____
	Physician's Signature _____			Date _____
A P P R O V A L	Department Manager		If denied, reason:	
	Approved			
	Denied			
	Signature _____			Date _____
City Admin.		If denied, reason:		
Approved				
Denied				
Signature _____			Date _____	

To: Personnel Director

**Request for Donated Sick Leave**

I, \_\_\_\_\_, need to be absent from \_\_\_\_\_ to \_\_\_\_\_ . I have exhausted all my accrued leave time, and I am soliciting a donation of \_\_\_\_\_ hours to cover this absence. I also understand that during the time of being recorded on donated sick leave that I will not accrue any leave time.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Voluntary Donation of Sick Leave**

I, \_\_\_\_\_, wish to donate \_\_\_\_\_ (minimum of 40 hrs) hours of my accrued sick leave to \_\_\_\_\_. This donation will not reduce my sick leave accrual balance below 160 hours. I understand that this donation is an outright gift without any recourse.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

ATTEST TO:

SUBSCRIBED AND SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION expires \_\_\_\_\_

Recommended By Department Head \_\_\_\_\_

Approved By Personnel Director \_\_\_\_\_

Transfer of Sick Leave Verified By \_\_\_\_\_

**Issue:**

Should the City Council amend Council Policy #030 regarding fax/telephone lines?

**Background:**

City Council Policy #030, which was adopted many years ago and last amended in 2003 states that the City will provide fax machines and telephone lines to elected officials upon request.

With the implementation of the paperless packet system, elected officials may elect to receive a \$25/month internet access stipend. While the Internet Access stipend is not specified in policy, it was approved by the Council when it approved the paperless packet system. Because the paperless packet system was a new endeavor for the City, no immediate action was taken regarding fax lines.

Now that the paperless packet system has been fully implemented, and elected officials are receiving the vast majority of communications via e-mail rather than fax, a decision should be made regarding amending City Council Policy #030 to reflect the change in technology. Several options are available including:

1. Delete Council Policy #030. This would officially discontinue the practice of providing fax lines to elected officials.
2. Revise Council Policy #030 to state that elected officials may, upon request, receive *both* a City provided phone line and internet access stipend.
3. Revise Council Policy #030 to establish a "communication stipend." This would essentially place the current internet access stipend in City Policy. Under this approach, elected officials would simply receive a fixed dollar amount for communications purposes of the elected official's choice,

**Recommendation**

Staff recommends Option 3, establishing a communications stipend. This would provide the greatest amount of flexibility for elected officials. Note that elected officials receiving the stipend would also receive a W-2 reflecting the value of the stipend.



City Council Policy: CP030 - Council Communication - Fax Machines/Telephone Lines

Effective Date: November 17, 2003

Amends:

Approved By: City Council

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I. SCOPE

II. PURPOSE

A. To provide an effective and economical way to communicate important information to elected officials in a timely manner.

III. RESPONSIBILITY

A. City Administrator

IV. DEFINITIONS

V. POLICY

A. The City will provide a notebook PC to each member of the Governing Body, upon request.

B. The City will provide a communications stipend of \$25/month fax machine and basic residential telephone service to each member of the Governing Body, upon request.

~~1. The fax machine will be used to communicate important information to elected officials on an "as needed" basis.~~

~~2. The machine will be installed in the elected official's home on a telephone line contracted by the City.~~

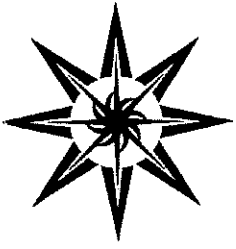
~~3. The telephone line will be billed to the City at the residential rate for basic residential service.~~

~~4. Long distance services will not be provided on this line. However, elected officials needing to send long distance faxes for City business may do so by acquiring an access code from the City Administrator.~~

C. Upon departure from elected office, the elected official will return the notebook PC to the City and the communications stipend will be discontinued.

D. If required by law, the City will withhold appropriate state and federal taxes based on the value of the communications stipend, telephone line will be disconnected and the elected official will return the fax machine to the City.

VI. PROCEDURES



# City Council Policy: CP056 - Financial Management Policies

Effective Date: October 20, 2003

Amends:

Approved By: City Council

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## I. SCOPE

## II. PURPOSE

A. Prairie Village Financial Management Policies provide a basic framework for the overall fiscal management of the City. The policies represent a foundation to address changing circumstances and conditions, and assist in the decision making process. The financial policies represent guidelines for evaluating both current activities and proposals for future programs.

## III. RESPONSIBILITY

A. City Administrator / Finance Director

## IV. DEFINITIONS

## V. POLICY

A. The Prairie Village Financial Management Policies reflect long-standing principles and practices, which have enabled the City to maintain its financial stability. It is intended that the policies be reviewed annually so the guidelines represent a realistic, current framework for public policy decisions. Policy statements for the following areas:

- 1.0 Operating Budget Policies
- 2.0 Revenue Policies
- 3.0 Reserve Policies
- 4.0 Debt Policies
- 5.0 Capital Budget Policies
- 6.0 Accounting Policies
- 7.0 Investment Policies
- 8.0 Treasury Policies

### 1. Operating Budget Policies

The objective of the operating budget policies is to maintain adequate service levels at reasonable costs by following sound financial management practices.

- a.) Balanced budget. The operating budget shall be balanced. For each fund, ongoing costs shall not exceed ongoing revenues plus available fund balances used in accordance with Reserve Policies.
  - b.) Borrowing for operating expenditures. The City will not use debt or bond financing to fund current expenditures.
  - c.) Planning. The budget process will be coordinated so as to identify policy issues for governing Body consideration prior to the budget approval date so proper decision analysis can be made. The City Administrator shall have responsibility for: supervising the preparation and coordination of the budget, advising Department Managers of budget formats, timing and constraints; as well as the preparation of such cost/benefit studies and revenue/expenditure projections as necessary to fulfill such budgetary responsibilities.
  - d.) Performance evaluation. Where appropriate, performance measurement and productivity indicators shall be integrated into the annual budgeting process. All departments will be reviewed regularly for such performance criteria as program initiatives, compliance with policy direction, program effectiveness and cost efficiency. The information will be reported to the Governing Body annually.
  - e.) Budgetary controls. The City will maintain a budgetary control system to ensure adherence to the adopted budget and associated appropriations.
    - The Governing Body shall review proposed expenditures in the form of appropriation/claims ordinances presented at each Council meeting, as well as through quarterly financial reports.
    - Prior to Council review, the City Treasurer shall review disbursements for the purpose of determining adherence to the approved accounting procedures.
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- The City Administrator and Finance Director will review monthly and quarterly expenditure reports to determine adherence to the approved budget. Department Managers shall have primary responsibility for insuring compliance with their approved departmental budget. If the City Administrator or Finance Director find an expenditure which constitutes a significant deviation (an unbudgeted impact of more than \$5,000 on a particular budget category) from the approved expenditure plan or approved budget, the department head will be asked to prepare an amended departmental budget and/or expenditure plan to accompany the appropriations ordinance for review by the Governing Body.
  - City Department Managers shall have primary responsibility for insuring compliance to approved departmental budget and expenditure plans.
- f.) Financial reports.
- Monthly expenditure reports will be prepared for Department Managers at the end of each month to enable them to meet their budget goals and to enable the City Administrator and Finance Director to monitor and control the budget.
  - Summary financial reports will be presented to the Governing Body quarterly.
- g.) Service levels. The City will attempt to maintain essential service levels. Changes in service levels will be governed by the following policies:
- h.1.) Budget process. The annual budget process is intended to weigh all competing requests for City resources within expected fiscal constraints. Requests for new ongoing programs made outside the annual process must substantiate the need for the new program.
  - h.2.) Personnel expenses. Requests for additional personnel should meet program initiatives and policy directives after service needs have been thoroughly documented or it is substantiated that the new employee will result in increased revenue or enhanced operating efficiencies.
2. Revenue Policies
- The objective of the revenue policies is to ensure that funding for public programs is derived from a fair, equitable and adequate resource base, while minimizing tax differential burdens. The City will keep the revenue system as simple as possible by avoiding nuisance taxes, fees or charges only as a revenue source.
- a.) Revenue structure. The City will maintain a diversified and stable revenue system to shelter programs from short-term fluctuations in any single revenue source.
- b.) Sources of services financing. Services which have a city-wide benefit will be financed with revenue sources which are generated from a broad base, such as property taxes and state aids. Services where the customer determines the use shall be financed with user fees, charges and assessments directly related to the level of service provided.
- c.) User fees. The City will maximize the utilization of user charges in lieu of general revenue sources for services that can be individually identified and where the costs are directly related to the level of service:
- Cost of service. The City will establish user charges and fees at a level which reflects the costs of providing the service, to the extent legally allowable. Operating, direct, indirect (where practical and available) and capital costs shall be considered in the charges. Full cost charges shall be imposed unless it is determined that policy and market factors require different fees.
  - Policy and market considerations. The City will also consider policy objectives and market rates and charges levied by other public and private organizations for similar services when fees and charges are established.
  - Annual review. The City will review fees and charges annually, and will make appropriate modifications to ensure that charges grow at a rate which keeps pace with the cost of efficiently providing the service.
  - Non-resident charges. Where practical or legally allowable, user fees and other appropriate charges shall be levied for activities or facilities in which non-residents participate in order to relieve the burden on City residents. Non-resident fees shall be structured at market levels.
  - Internal service fees. When interdepartmental charges are used to finance internal functions, charges shall reflect full costs; indirect expenses shall be included where practical.
- d.) License Fees. The City will establish license fees at levels which reflect full administrative costs, to the extent legally allowable.
- e.) Fines. Levels of fines shall be requested according to various considerations, including legal guidelines, deterrent effect, and administrative costs. Because the purpose of monetary penalties against those violating City ordinances is to deter continuing or future offenses, the City will not request any increase in fine amounts with the singular purpose of revenue enhancement.

- f.) Dedicated revenues. Except where required by law or generally accepted accounting practices (GAAP), no revenues shall be dedicated for specific purposes. All non-restricted revenues shall be deposited in the General Fund and appropriated by the annual budget process.
- g.) Surplus property. Surplus and seized property will be disposed of in the most cost effective manner. Council approval shall be required for the disposal of fixed assets listed on the City's balance sheet.
- h.) Reimbursements. The City will seek all possible Federal, State and County reimbursement for City programs and/or services.
- i.) Monitoring System. Major revenue sources will be tracked on a routine basis. Five year trends will be developed and monitored for major revenue sources.

3. Reserve Policies

The objective of the reserve policies is not to hold resources solely as a source of interest revenue, but rather to provide adequate resources for cash flow and contingency purposes, while maintaining reasonable tax rates.

- a.) Cash flow and contingency - All Funds. The City will maintain a minimum "base" unallocated fund balance of five percent of all operating fund budgets to be used for cash flow purposes, unanticipated expenditures of a non-recurring nature, or to meet unexpected increases in service delivery costs. The funds will be used to avoid cash flow interruptions, generate interest income, avoid the need for short-term borrowing and assist in maintaining the City's bond rating.
  - To the extent that unusual contingencies exist as a result of state and federal aid uncertainties, or other unknown, a balance larger than this "base" amount may be maintained.
- b.) Use of fund balances. Available fund balances will not be used for on-going operating expenditures, unless a determination has been made that available balances are in excess of required guidelines and that plans have been established to address future operating budget shortfalls. Emphasis will be placed on one-time uses which achieve future operating cost reductions. Use of fund balances must be authorized by the City Council.
- c.) Annual review. An annual review of cash flow requirements and appropriate fund balances will be undertaken to determine whether modifications are appropriate for the reserve policies.

4. Debt Policies

The objective of the Prairie Village debt management policies is to maintain the City's ability to incur present and future debt at minimal interest rates in amounts needed without endangering the City's ability to finance essential City services. Recognizing that debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued.

- a.) Bond Rating. The City will manage financial affairs to ensure Aa or better bond rating.
- b.) General obligation bonds, property tax supported. The City will utilize general obligation, property tax supported bonding to finance only those capital improvements and long term assets which have been determined by the City Council to be essential to the maintenance or development of the City and which cannot be financed with current revenue. Debt will be used to acquire major assets with expected lives which equal or exceed the average life of the debt issue.
- c.) Special obligation revenue bonds. Special obligation revenue bonds, those bonds for which the City incurs no financial or moral obligation, shall only be issued if the associated development projects can be shown to be financially feasible and will contribute substantially to the welfare and/or economic development of the City and its citizens.
- d.) Short term debt and leases. Because the City recognizes the inherent risk in short-term borrowing, it will not be used without careful investigation of financing options, cost of the financing and terms available. Lease/purchase will be used as a financing tool only when, through investigation, the City determines this is the most prudent and cost effective way to finance the project or equipment.
- e.) Limitations on issuance of new debt. The City will establish and maintain limitations on the issuance of new property tax base supported bonded indebtedness. These limitations will promote a balanced relationship between expenditures for debt service and current municipal costs, and assist in minimizing the overall property tax burden. The City will limit the issuance of new bonded debt so as to maintain or make improvements in key financial ratios, including;
  - Direct City debt should not exceed 3% of the estimated market value of property within the City.
  - Total debt service expenditures should not exceed 5% of total operating expenditures.
  - The percentage of direct City debt scheduled for retirement in the next 10 years should exceed 50% of the total outstanding debt.
  - General obligation maturities should not exceed the life of the project or asset financed with bonds.
- f.) Debt Service. Bond issues should be scheduled to equalize annual debt service requirements to the degree that borrowing costs can also be minimized.

5. Capital Budget Policies

The objective of the capital budget policies is to ensure that the City of Prairie Village maintains its public infrastructure and equipment in the most cost-efficient manner.

- a.) Capital Infrastructure Program. The City will prepare and adopt a three year Capital Improvement Program which will detail each capital project, the estimated cost and funding source. A priority system will be used to rank recommended projects.
- b.) Operating budget impacts. Operating expenditures will be programmed to include the cost of implementing the Capital Improvement Program and will reflect estimates of all associated personnel expenses and operating costs attributable to the implementation and/or ongoing operations of capital outlays. All single items purchased by the City which have a cost of \$1000 or more and a useful life of more than one year will be considered Fixed Asset and will be added to the fixed asset inventory.
- c.) Repair and replacement. The City recognizes deferred maintenance increases future capital costs by an estimated five to ten times. Therefore, the City will endeavor to maintain its physical assets at a level adequate to protect the City's capital investments and minimize future maintenance and replacement costs. The capital budget will provide for the adequate maintenance, repair and orderly replacement of the capital plant and equipment from current revenues where possible.

6. Accounting Policies

The objective of the City's accounting policies is to ensure that all financial transactions of the City of Prairie Village are carried out according to the dictates of the City Charter, State Statutes, federal grant guidelines and the principles of sound financial management.

- a.) Accounting standards. The City will establish and maintain accounting systems according to the generally accepted accounting principles and standards (GAAP) of the Government Finance Officers Association (GFOA) and the Governmental Accounting Standards Board (GASB). A centralized system shall be used for financial transactions of all City departments.
- b.) Annual audit. An annual audit will be performed by a firm selected by the City Council and will issue an official opinion on the annual financial statements, with a management letter detailing areas that need improvement, if required.
- c.) Disclosure. Full disclosure will be provided in all financial statements and bond representatives.
- d.) Monitoring. Financial systems will be maintained to monitor expenditures and revenues on a monthly basis, with a thorough analysis and adjustment, if required, at mid-year.
- e.) GFOA Award. The City will annually submit necessary documentation to obtain the Certificate of Achievement for Excellence in Financial Reporting.

7. Investment Policies

The objective of the investment policies is to ensure that all non-pension related revenues received by the City are promptly recorded and deposited in designated depositories, and if not immediately required for payments of obligations, are placed in authorized investments earning interest income for the City according to the following criteria.

- a.) Objectives. The following objectives shall govern Prairie Village investments, as listed in order of importance.
  - Safety. Safety of principal is the foremost objective of the City of Prairie Village. Each investment transaction will be made in a manner which ensures that capital losses are avoided, whether from securities defaults or erosion of market value.
    - (a) All investments of funds of the City of Prairie Village will be collateralized to at least 100% of market value by instruments which are backed by the full faith and credit of the federal government or instruments issued by agencies of the federal government.
      - (i) If any mortgage is involved in the underlying value of the instruments pledged as security by an institution, City funds should be collateralized at market to 120% of total investment.
  - Liquidity. The cash position of the City of Prairie Village has peaks and valleys during the year which require that a portion of the investment portfolio emphasize liquidity. The City of Prairie Village will consider liquidity as a priority, while still recognizing the need to maximize yield.
  - Yield. The investment portfolio of the City of Prairie Village will be designed to attain a market-average rate of return through budgetary and economic cycles, taking into account the City's investment risk constraints, cash flow characteristics of the portfolio and prudent investment principles.
  - Local considerations. Subject to requirements of the above priority objectives and regulations of the State of Kansas, it is the policy of the City of Prairie Village to offer financial institutions within the City and the Kansas Municipal Investment Pool the opportunity to bid on investments. Financial institutions outside the City limits may also bid on investments in accordance with state statutory provisions. When the highest yield rate offered is the same or higher than the



weighted yield rate of current investments, the offer may be accepted. When the yield rate offered is lower than the weighted yield rate of current investments, the money will be invested in a short-term account until yield rates increase above the weighted yield rate of current investments.

- Maintaining the public trust. Because the investment portfolio is subject to public review and evaluation, the overall investment program will be designed and managed with a degree of professionalism that is worthy of the public trust. Investment officials will avoid any transaction that might impair public confidence in the City of Prairie Villages' ability to govern effectively.
- b.) Types of investments. The City of Prairie Village shall invest only United States Treasury bills/notes and certificates of deposit as authorized by Kansas statute.
- c.) Diversification. It is the policy of the City of Prairie Village to diversify its investment portfolio. Assets held in the general fund and other funds shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. Diversification strategies shall be established, with periodic review and revision, as appropriate. Before a significant change in type of investments is made, staff will consult with the Legislative/Finance Committee. In establishing specific diversification strategies, the following general policies and constraints will apply:
- Portfolio maturities. Maturities will be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities will be selected which provide for income stability and reasonable liquidity.
  - Liquidity. For short-term cash management fund liquidity, investment practices will be followed which ensure that funds required for the next disbursement date and payroll date are covered through maturing investments or marketable U.S. Treasury securities.
8. Treasury Policies  
The objectives of the Treasury Policies is to provide an effective way for the preparation and distribution of employee salaries and vendor accounts payable checks.
- a.) Payroll Procedure. The Accounting Department is authorized by the Governing Body to release funds for City payroll costs without prior claims ordinance approval. The City Administrator and/or Finance Director shall approve the transfer of funds between City checking accounts necessary to fund those costs, which shall be placed on a claims ordinance for approval of the Governing Body at their next regular meeting.
- b.) Accounts Payable Procedure. The Accounting Department is authorized by the Governing Body to prepare and distribute checks for payment to the City's accounts payable vendors after a claims ordinance and check register have been approved by the Governing Body.
- The Accounting Department is authorized to prepare and distribute payments without prior approval of the Governing Body on utility bills, insurance policies or other annual agreements that incur late payment fees if held for the next approved claims ordinance. These disbursements shall be placed on a claims ordinance for approval of the Governing Body at their next meeting.
  - All other emergency disbursement requests shall require approval of the City Treasurer or, in their absence, the City Administrator or their designee. If authorized and disbursement is made, a record of the disbursement shall be placed on a claims ordinance for approval of the Governing Body at their next meeting.

VI. PROCEDURES

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Monday, October 2, 2006  
7:30 p.m.**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC HEARING – Unsafe Structure 7618 Mohawk**

**V. PUBLIC PARTICIPATION**

**VI. CONSENT AGENDA**

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (Roll Call Vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

**By Staff:**

1. Approve Regular Council Meeting Minutes – September 18, 2006
2. Approve a letter of understanding with Johnson County for the Johnson County 2007 Minor Home Rehabilitation Program in the amount of \$6,000 with funding from the 2007 Park, Recreation, and Community Services Budget.
3. Ratify the Mayor's appointment of Dylan Lehrbaum to the Environment/Recycle Committee with the term expiring in April, 2007.
4. Approve the agreement with Phil Jay for music and emcee services at the Mayor's Holiday Gala on December 1, 2006 for \$625.00.
5. Approve the disposal of the following Police Department vehicles through Easley's Auto Auction Service.  
Unit #130 (2001 Ford Crown Victoria) VIN 2FAFP71WX1X153835  
Unit #440 (2004 Ford Crown Victoria) VIN 2FAFP71W64X101106  
Unit #670 (1996 Ford Taurus) VIN 1FALP52U6TA184922
6. Approve the agreement for design services with Wilson & Company for Project 191020: Pedestrian Bridge replacement over Brush Creek using funds in the amount of \$7,350.00 from the Capital Infrastructure Program.

**VII. COMMITTEE REPORTS**

Communications Committee Report – Andrew Wang  
Consider 2007 Newsletter Agreement

Parks and Recreation Committee Report – Diana Ewy Sharp

**VIII. OLD BUSINESS**

**IX. NEW BUSINESS**

**X. ANNOUNCEMENTS**

**XI. ADJOURNMENT**

If any individual requires special accommodations -- for example, qualified interpreter, large print, reader, hearing assistance -- in order to attend the meeting, please notify the City Clerk at 381-6464, Extension 4616, no later than 48 hours prior to the beginning of the meeting.

If you are unable to attend this meeting, comments may be received by e-mail at  
[cityclerk@PVKANSAS.COM](mailto:cityclerk@PVKANSAS.COM)

## City of Prairie Village

### Memorandum

To: Prairie Village City Council

From: Jim Brown, Building Official

CC: Doug Luther, Assistant City Administrator  
David McAuliffe, Building Inspector  
Marcia Grading, Code Enforcement Officer

Date: 9/27/06

RE: 7618 Mohawk update

7/31/06- Fire Investigation/Inspection and subsequent posting of structure as "Danger" Unsafe.

8/1/06- Spoke with Mr. Rick Forner (contractor). Given permission to make immediate emergency repairs so as to secure structure and prevent further damage from the elements.

8/7/06- Resolution No. 2006-05 adopted by the Governing Body.

8/15/06- 1<sup>st</sup> attempt by Post Office to deliver Resolution No. 2006-05 to Mr. Siggs via certified mail.

8/24-06- 2<sup>nd</sup> attempt by Post Office to deliver Resolution No. 2006-05 to Mr. Siggs via certified mail.

9/3/06- Certified mail stamped "return" via Post Office.

9/6/06- Certified mail stamped "Unclaimed" via Post Office.

9/7/06- I spoke with Mr. Rick Forner and explained that we need a course of action and time frame to make the necessary repairs to 7618 Mohawk prior to the hearing on October 2.

I also told Mr. Forner that I was available anytime the week of 9/11-9/15 to meet with any and all parties involved so as to explain the requirements and answer any questions regarding same.

Mr. Forner stated that he preferred to speak with Mr. Siggs, and his caretaker(Brad) alone, without my being present, because Mr. Siggs was under the impression that the City just wanted to tear down his house period. To which I replied, I did not know why Mr. Siggs would think that, whereas with any fire damage which creates a unsafe situation, the homeowner has the right to repair/rebuild the home if possible.

Mr. Forner stated that he was fairly confident that he could convince Mr. Siggs to repair the damage and clean up the interior of the house so that the repairs could be performed, and we could perform the necessary inspections. Mr. Forner also stated that during the course of cleaning up, he would notify me of any unforeseen issues which may arise, due to the fact that during our initial inspection we were unable to observe all areas of the house.

Mr. Forner stated that he would meet with Mr. Siggs and his caretaker(Brad), either the end of this week (9/8) or during the week of 9/11/-9/15.

Mr. Forner stated that he would notify me as soon as he reaches some type of agreement with Mr. Siggs.

Mr. Forner is actively pursuing a resolution to this issue.

9/15/06- Left voice mail with Mr. Forner requesting any update on the status of this project, and re-emphasizing the need to address the items discussed on 9/7/06. Did not receive response.

9/18/06- Mr. Forner stated the yard was almost completely cleaned up.

Mr. Forner also stated he was beginning to have difficulties as to convincing Mr. Siggs to repair the fire damage, and that he(Mr. Forner) and the caretaker(Brad) were going to meet to discuss the issue. Mr. Forner asked if a permit would be necessary to go in and start cleaning up the smoke damaged areas only. He was informed that a permit would be necessary and the smoke damage cleanup would be part of the description of work. The acquisition of the permit would help assure the safety of all parties involved.

9/25/06- Informed by the Codes Enforcement Officer that Mr. Forner was to call me today to possibly set up a meeting with himself, Mr.Siggs, and Mr.Sigg's caretaker(Brad). I did not receive call by close of business 9/25. Informed by the Codes Enforcement Officer that she personally hand-delivered Resolution No. 2006-05 to Mr. Siggs.

9/27/06-I spoke with Mr. Forner this a.m. to inquire as to any changes to the status of 7618 Mohawk. Mr. Forner stated he would speak with Mr. Siggs this date.

Mr. Forner stated that he would be present at the hearing October 2 to discuss any questions, concerns, or to provide any updates.

I once again re-emphasized the best scenario for all parties involved would be to submit plans, so as to begin the permitting process, thus assuring that the structure would be repaired.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION FINDING THAT AN UNSAFE STRUCTURE EXISTS AT 7618 MOHAWK IN THE CITY OF PRAIRIE VILLAGE, KANSAS AND DIRECTING THAT SUCH UNSAFE STRUCTURE BE REPAIRED OR REMOVED PURSUANT TO SECTION 4-506 OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS**

WHEREAS, on August 7, 2006, the public officer of the City of Prairie Village filed with the governing body a statement in writing that the structure hereinafter described, is unsafe and dangerous; and

WHEREAS, by Resolution 2006-05 adopted on August 7, 2006, the Governing Body of the City of Prairie Village, resolved that a hearing be held on the 2nd day of October, 2006 before the governing Body at 7:30 pm in the City Council Chambers of the City Hall located at 7700 Mission Road, Prairie Village, Kansas, at which time the owner, his or her agent, any lienholder of record, any occupant and any other parties in interest, as that term is defined by law, of the structure located at:

7618 Mohawk Drive, legally described as: MOHAWK HILLS LOT 19 BLK 4. Prairie Village, Johnson County, Kansas, Parcel ID# OP31000004 0019

may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished; and

WHEREAS, the City Clerk caused Resolution No 2006-05 to be published and has given notice of the aforesaid hearing in the manner provided by law; and

WHEREAS, a public hearing was held on October 2, 2006, at which all relevant parties, interest holders and relevant City officials were given the opportunity to present evidence concerning the status of such structure.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

Section 1. That the Governing Body finds that the following conditions exist with respect to the structure located on the property which is legally described as MOHAWK HILLS LOT 19 BLK 4, Prairie Village, Johnson County, Kansas, Parcel ID# OP31000004 0019, and commonly known as 7618 Mohawk, Prairie Village, Kansas, and that as a result of such conditions such structure is an unsafe structure:

Conditions on the property which constitute an unsafe structure include but are not necessarily limited to: The structure is and remains substantially damaged by fire and due to such condition presents an unsafe and dangerous condition to those on or near the property.

Section 2. That the Governing Body finds that the owner of the above property as indicated by the Register of Deeds of Johnson County, Kansas is Stanley W. Siggs.

Section 3. That Stanley W. Siggs is hereby directed to repair or remove the unsafe structure and make such unsafe structure safe and secure.

Section 4. That the repair or removal of such unsafe structure shall be commenced within \_\_\_\_ days from the date that a copy of this resolution is mailed or delivered to the owners, representatives, tenants or lien holders of record of the property as required by law.

Section 5. That if the owner of such unsafe structure fails to commence the repair or removal of such unsafe structure within the time stated herein or fails to diligently commence and continue such action until the work is completed, the Governing Body will cause the unsafe structure to be razed and removed.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official City newspaper and mail a copy of this resolution to the owners, representatives, tenants or lienholders of record by certified mail, return receipt requested.

Adopted this 2nd day of October, 2006.

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Ronald L. Shaffer  
Mayor

ATTEST:

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Joyce Hagen Mundy  
City Clerk

**CONSENT AGENDA**

**CITY OF PRAIRIE VILLAGE, KS**

**Monday, October 2, 2006**

CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
September 18, 2006

The City Council of Prairie Village, Kansas, met in regular session on Monday, September 18, 2006, at 7:30 p.m. in the Council Chambers of the Municipal Building.

**ROLL CALL**

Council President David Belz called the meeting to order and roll call was taken with the following Council members present: Al Herrera, Bill Griffith, Ruth Hopkins, David Voysey, Michael Kelly, Andrew Wang, Laura Wassmer, Pat Daniels, Charles Clark, Wayne Vennard and Diana Ewy Sharp.

Also present were: Barbara Vernon, City Administrator; Charles Wetzler, City Attorney; Charles Grover, Chief of Police; Bob Pryzby, Public Works Director; Doug Luther, Assistant City Administrator and Joyce Hagen Mundy, City Clerk.

Council President David Belz led all present in the Pledge of Allegiance.

**PUBLIC PARTICIPATION**

Paul Lee, 7425 Briar, addressed the Council expressing the concern and opposition of his neighborhood to the proposed sidewalk location on Briar as part of the 2007 Street Program. He stated the neighbors did not see any need for a sidewalk and would be back to oppose its installation.

**CONSENT AGENDA**

Pat Daniels requested the removal of item #16 from the Consent Agenda. Al Herrera moved the approval of the Consent Agenda for Monday, September 18, 2006 as amended:

1. Approve Regular Council Meeting Minutes - September 5, 2006
2. Ratify the Mayor's appointment of Gary Haulmark to the Prairie Village Arts Council with the term expiring in April, 2009.
3. Adopt Resolution 2006-08 to designate October 2-6, 2006 as Peanut Butter Week
4. Authorize the Mayor to issue a proclamation declaring September 17-23, 2006 as "Constitution Week."
5. Ratify the Mayor's appointment of James Hohensee, Robert Moffat, and Alexandra Thompson to the Sister City Committee with two terms expiring in April, 2007 and one term expiring in April, 2008.
6. Approve the Cooperative Agreement for Funding, Design, Construction and Implementation of Operation Green Light Traffic Control System with the Mid-America Regional Council.
7. Approve the Interlocal Agreement with the City of Mission Hills and Johnson County for the Prairie Village share of \$266,000 for Project 190855: Tomahawk Road Bridge Replacement.
8. Approve the Interlocal Agreement with Johnson County for Project 190862: 75<sup>th</sup>/Nall to Mission Road Improvements limiting the County Share to 50% or \$661,000 of the project cost of \$1,322,000.
9. Approve the design agreement with Affinis Corp. for \$12,300.00 and approve a transfer of \$12,300.00 from Capital Infrastructure Program Project 190911: Municipal Office Radio Tower to Project 191019.
10. Approve Ordinance 2032 approving a special use permit for the placement of wireless communication antenna and equipment to Capitol Federal Savings and Loan for use by Sprint/Nextel on the property described as follows: 1900 West 75<sup>th</sup> Street, Prairie Village, Kansas.
11. Approve a fee of \$40 for an independent massage therapy license



12. Adopt Ordinance 2033 establishing Chapter 13, Article 8 of the Prairie Village Municipal Code entitled "Vegetation in the Right of Way."
13. Approve an agreement for 2007 with Johnson County to operate a nutrition center at the Prairie Village Community Center with payment of \$143 a month to the City of Prairie Village
14. Adopt City Council Policy CP207 entitled Horizontal Directional Drilling (HDD)
15. Adopt Ordinance 2034 establishing Chapter 13, Article 9 of the Prairie Village Municipal Code entitled "Stormwater Pollution Prevention.
16. Removed

A roll call vote was taken with the following members voting "aye": Herrera, Griffith, Hopkins, Voysey, Kelly, Wang, Wassmer, Daniels, Clark, Vennard and Ewy Sharp.

Pat Daniels stated he felt action on the renewal of the lease with Highwoods Properties, Inc. for Public Works Building "G" was premature and merited more discussion and consideration of all the options available. Mr. Daniels moved to table the consideration of the renewal of the lease for Public Works Building "G" to a future date. The motion was seconded by Laura Wassmer.

Al Herrera asked what the timetable was for the negotiating of the lease and if a delay would jeopardize negotiations. Bob Pryzby responded there was no established timetable and he could not address the possible impact of delaying the execution of the lease. He noted negotiations have been friendly. Mr. Herrera asked if the lease amount was a fair market value for the property. Mr. Pryzby responded any discussion of negotiations should be done in executive session. Mr. Herrera noted his only concern was with the potential loss of the use of this property by the City.

Pat Daniels responded that he felt the City would be better not to rush into a lease when a couple of weeks delay could be beneficial to allow for more discussion and evaluation of the options available to the City. He does not feel it is critical that the City take immediate action

The motion to table was voted on and passed unanimously.

## COMMITTEE REPORTS

### **Environment/Recycle Committee**

#### Consider Interpretative Sign

Wayne Vennard called upon Margaret Thomas, chair of the Environment/Recycle Committee, to update the Council on the proposed streamside interpretive sign at Brush Creek adjacent to Mission Road and Tomahawk. Ms Thomas called upon Tom Heinz of the Environment/Recycle Committee, to speak about the sign.

Tom Heinz noted the redesign of Brush Creek is part of a nationwide movement to save and replace native stream way vegetation and animal habitat. The sign is designed to serve two purposes: First to educate the public on what has been done at this location to preserve the stream way and its natural habitat and secondly, to make Prairie Village a small part of a national movement demonstrating its concern for watersheds.

The proposed 24" x 35" sign will be north of the new Tomahawk Bridge. Pedestrians will be able to view features of the engineering treatment from this location and from the bridge and

understand how the streambed and edges maintain a diverse aquatic and terrestrial habitat for fish, insects, waterfowl, songbirds, small mammals, amphibians and reptiles.

Margaret Thomas stated Patti Banks Associates in Kansas City has offered to donate \$1600 in design work and provide a digital copy of the graphic design. Mrs. Thomas noted three drafts of the sign have been provided, which are very similar. The committee will work with PBA in selecting the preferred layout and the City will arrange for fabrication, framing and mounting of the sign. The estimated cost for fabrication is \$1000 to \$1500 and the estimated cost for the sign frame and installation is \$1100 for a total cost of \$2100 to \$2600. Mrs. Thomas noted the Environment/Recycle Committee has \$700 from its budget that has been designated for the stream restoration sign. They need an additional \$1900 to fund the project.

Laura Wassmer expressed her support of the project and felt the additional \$2000 in funding is a small amount for the value of this educational sign to highlight this improvement.

Diana Ewy Sharp confirmed the location of the sign would not be on the bridge as was earlier discussed. Mrs. Thomas said the sign would be located along the stream on the Prairie Village side and noted there is room for a bench to possibly be placed at the location in the future. The sign is angled and does not look directly north. Mr. Pryzby noted if you stand by the Prairie Family Fountain looking at the bridge the sign will be on the left side of the bridge.

Mrs. Ewy Sharp expressed her appreciation to the committee for its work the past two years on this project.

Wayne Vennard moved the City Council approve the expenditure of up to \$2600 for the installation of a streamside interpretive sign at Brush Creek adjacent to Mission Road and Tomahawk. The motion was seconded by Laura Wassmer and passed unanimously.

Mrs. Thomas distributed invitations to the Council members to the Community Forum on Kansas Environmental Issues being held on Thursday, October 12<sup>th</sup> and encouraged all to attend.

The Council recognized several of the Environment/Recycle Committee members who were in attendance at the meeting to demonstrate their support for the interpretive sign.

### OLD BUSINESS

There was no Old Business to come before the City Council.

### NEW BUSINESS

#### CALEA

Chief Grover stated the on-site team from the Commission on the Accreditation of Law Enforcement Agencies (CALEA) will be evaluating the City's Public Safety Department from September 23<sup>rd</sup> to September 27<sup>th</sup>. During their visit, the team will review the Department's policies, management, operations and support services to ensure the Department is in compliance with the Commission's 446 standards. Chief Grover noted the preliminary evaluation of policies has gone well. He noted on Monday, September 25<sup>th</sup> there will be an open phone line beginning at 1:30 for

individuals to call in with comments. A public hearing will be conducted that evening in the Council Chamber beginning at 5:30. Any Council members wishing to be scheduled to speak at the public hearing should e-mail Chief to be placed on the schedule.

### ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Environmental Recycle Committee	09/18/2006	7:00 p.m.
Prairie Village Arts Council	09/20/2006	7:00 p.m.
Municipal Foundation	09/25/2006	5:30 p.m.
Environmental Recycle Committee	09/27/2006	7:00 p.m.
Council Committee of the Whole	10/02/2006	6:00 p.m.
Council	10/02/2006	7:30 p.m.

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There will be a Chamber lunch at Milbourn Country Club on September 21 at 11:30 a.m. The guest speaker will be County Commission Chair Annabeth Surbaugh.

The Kansas League of Municipalities 2006 Annual Conference will be held in Topeka from October 7-10. Conference events will be held at the Capitol Plaza Hotel and the Kansas Expocentre. Please forward your registration information to Jeanne no later than September 22nd.

The Prairie Village Arts Council is pleased to feature a photography exhibit by Dale Cole in the R.G. Endres Gallery during the month of September.

The 50<sup>th</sup> Anniversary books, Prairie Village Our Story, and Prairie Village Gift Cards continue to be sold to the public.

The Council congratulated Councilman Al Herrera on the birth of his first grandchild, a baby girl born to his daughter Courtney and son-in-law on Sunday.

### ADJOURNMENT

With no further business to come before the Council, the meeting was adjourned at

7:50 p.m.

Joyce Hagen Mundy  
City Clerk


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CITY OF PRAIRIE VILLAGE

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**TO:** BARBARA VERNON  
**FROM:** DOUG LUTHER   
**SUBJECT:** 2007 MINOR HOME REVITALIZATION PROGRAM  
**DATE:** 9/19/2006  
**CC:**

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For many years the City has contributed to the Johnson County Minor Home Revitalization Program. This program helps low-moderate income Prairie Village residents with needed home repairs including carpentry, plumbing, electrical repairs, and accessibility improvements. In order for Prairie Village residents to participate in this program, The City needs to provide match funding and enter into a Letter of Understanding with the County to allow the County to administer the program.

The 2007 budget includes a \$6,000 line item for this program.

**Recommendation:**

**RECOMMEND THE CITY COUNCIL APPROVE A LETTER OF UNDERSTANDING WITH JOHNSON COUNTY FOR THE JOHNSON COUNTY 2007 MINOR HOME REHABILITATION PROGRAM IN THE AMOUNT OF \$6,000 WITH FUNDING FROM THE 2007 PARK, RECREATION, AND COMMUNITY SERVICES BUDGET.**

As this is an annual agreement, I think it can go on a Consent agenda.

**LETTER OF UNDERSTANDING  
FOR THE JOHNSON COUNTY  
2007 MINOR HOME REHABILITATION PROGRAM**

This service agreement is between the Housing Services office of the Johnson County Department of Human Services & Aging and the **CITY OF PRAIRIE VILLAGE, KANSAS** agreement is for the period of January 1, 2007 through December 31, 2007.

**PURPOSE**

The purpose of this agreement is to enable Johnson County Housing Services to provide more extensive home repairs to qualified low to moderate income residents of the City as long as funds are available for this purpose.

**ADMINISTRATION**

The Housing Services office, located at 12425 W. 87<sup>th</sup> Street Pkwy. Ste. 200 Lenexa, KS 66215 will provide all personnel necessary to administer and manage an effective program.

The program will be administered according to CDBG guidelines and the Policies and Procedures for the Johnson County Minor Home Rehabilitation Program (Copies of Policies & Procedures available upon request). These Policies and Procedures are made a part of this agreement and are incorporated herein by reference.

**FUNDING**

The Minor Home Rehabilitation Program is a partnership program between the County and participating Cities. In order to leverage non-federal dollars, the County agrees to match City funds on a dollar for dollar basis with County CDBG funds to the extent these funds are made available. **With this Letter of Understanding the City agrees to provide City funding in an amount up to \$ \_\_\_\_\_ for the Minor Home Rehabilitation Program.**

It is agreed that the County shall retain twenty five percent (25%) of the funding provided by the City in this Letter of Understanding for program administration.

It is further agreed that all expenditures incurred after December 31, 2007 for projects approved during the 2007 calendar year, will be charged to 2007 City funds.

## **HOLD HARMLESS**

The County agrees to hold and save the City harmless from any and all claims, settlements, and judgements for personal injury, bodily injury, property damage, and/or death arising out of the County's or any of its officers', employees' or agents' negligent acts and/or omissions with respect to the performance of home repairs provided under this agreement.

## **INSURANCE**

The County will maintain coverage of the types of insurance and in such amounts as may be necessary to protect itself and the City against all hazards or risks of loss.

In no event shall the County be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto.

## **AMENDMENT**

This Agreement may be amended by supplemental writing signed by the parties to the agreement.

## **TERMINATION**

This agreement may be terminated by either party upon thirty (30) days' written notice. In the event of termination, all unexpended City funds shall be returned to the City within thirty (30) days of termination.

## **RENEWAL**

A new agreement will be signed for each calendar year. Any portion of funds not used for the current year will be automatically transferred to the next program year or returned to the City upon request. **Requests must be received in writing, in our office, no later than November 1, 2007.**

## **GOVERNING LAW**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.

## NON DISCRIMINATION

The County shall not discriminate against any person in the performance of work under this Agreement because of race, religion, age, color, sex, handicap, national origin, familial status or ancestry.

## RECORDS AND REPORTS


The County agrees to retain all program records for a minimum of three years. The City shall have access to program records at all reasonable times upon request.

The Housing Services office shall prepare and submit to the City a statement at the end of each quarter showing expenditures to date and the remaining balance of City funds. Other data, pertinent to the City, may also be included with the quarterly report.

**CITY OF PRAIRIE VILLAGE, KANSAS**

HOUSING SERVICES OFFICE,  
JOHNSON COUNTY HUMAN  
SERVICES & AGING

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Trish Moore  
Director, Human Services and Aging

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Issue: Consider an appointment to the Environment/Recycle Committee**

**Background:**

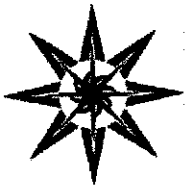
Mayor Shaffer is pleased to place before you the appointment of Dylan Lehrbaum to the Environment/Recycle Committee filling a youth representative spot with the term expiring in April, 2007. Dylan's application is attached.

**Recommendation:**

**Ratify the Mayor's appointment of Dylan Lehrbaum to the Environment/Recycle Committee with the term expiring in April, 2007.**

**CONSENT AGENDA**





**City of Prairie Village  
APPLICATION TO VOLUNTEER**

Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village, Kansas 66208. If you have any questions, please contact the City Clerk's Office at 913-381-6464 or send an e-mail to [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com).

Name Dylan Lehrbaum Spouse's Name NONE  
Address 9725 Chadwick, Leawood KS Zip 66206 Ward \_\_\_\_\_  
Telephone: Home (93) 648 6104 Work \_\_\_\_\_ Fax \_\_\_\_\_  
E-mail dylbug1@yahoo.com Other Number(s): \_\_\_\_\_  
Business Affiliation Shawnee Mission East High School (student)  
Business Address 7500 Mission rd.  
What Committee(s) interests you? Environmental

Please tell us about yourself, listing any special skills or experiences you have which would qualify you for a volunteer with the City of Prairie Village.

I am a very motivated high school student, and have been working for environmental excellence for several years now. I am in the SME Environmental/Recycling club. With organizations such as Bridging the Gap, KC Wildlands, the Sierra Club, and the Missouri Dept. of Conservation, I have acquired over 670 hours of community service focusing on ecological restoration, healthy parks, and water quality.

Thank you for your interest in serving our community.

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# M E M O R A N D U M

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**DATE:** October 2, 2006  
**TO:** City Council  
**FROM:** Jeanne Koontz  
**RE:** DJ for Mayor's Holiday Gala

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Phil Jay has been the DJ for the past two years at the Mayor's Holiday Gala. He has agreed to provide music and emcee services at the party again this year for the same price as last year.

**Recommendation:**

Recommend the Council approve the agreement with Phil Jay for music and emcee services at the Mayor's Holiday Gala on December 1, 2006 for \$625.00.

COUNCIL ACTION REQUIRED  
CONSENT AGENDA

# PHIL JAY

P.O. BOX 4000  
SUITE 140  
OLATHE, KANSAS 66063-4000

Telephone 913-782-9667

## CONTRACT AGREEMENT

Date 9-18-06

Phil Jay agrees to provide music & emcee services for the following event, and further agrees to abide by the terms agreed upon below:

CLIENT CITY OF PRAIRIE VILLAGE (JEANNE KOONTZ)  
ADDRESS 7700 MISSION RD. -- PRAIRIE VILLAGE, KS. 66208  
HOME PHONE \_\_\_\_\_ WORK PHONE 913 381 6464 X 4207  
TYPE OF EVENT \_\_\_\_\_ DATE OF EVENT DEC. 1, 2006  
HOURS (start and end times) \_\_\_\_\_ LOCATION/ADDRESS \_\_\_\_\_

TOTAL FEE FOR UP TO A MAXIMUM OF 4 HOURS OF MUSIC \$ 625.00

LESS NON-REFUNDABLE DEPOSIT \$ NONE

BALANCE DUE **UPON ARRIVAL OF DEEJAY** \$ 625.00

Client must supply two banquet tables (6 or 8 feet in length) for our set up. If event is outdoors, overhead shelter must be provided. The rate for extra hours of music over & above the agreed upon hours in this contract is \$150 per hour. The client agrees that the deposit is non-refundable. The client further agrees that if the event is canceled for any reason, less than 30 calendar days prior to the contracted date, the client will owe Phil Jay 50% of the agreed upon total fee less the deposit. If any event is canceled for any reason less than 2 weeks prior to the contracted date, 80% of the agreed upon fee is due to Phil Jay less the deposit. All cancellations must be put in writing, dated, and mailed to Phil Jay with the signature of the client on said letter. Liability of Phil Jay shall not exceed total agreed upon cost of DJ services. No refunds will be given for any event that ends earlier than the agreed upon end time. Any verbal or physical abuse inflicted upon Phil Jay during event, may result in immediate termination of services with client liable for full agreed upon fee. If for any reason Phil Jay cannot appear due to health problems or other emergencies, a comparable deejay will be supplied.

YOUR NAME (Printed) \_\_\_\_\_ SIGNATURE \_\_\_\_\_

REPRESENTING \_\_\_\_\_ DATE \_\_\_\_\_

PHIL JAY PROD. REPRESENTATIVE PHIL JAY SIGNATURE 

## **VERY IMPORTANT**

**DO NOT make checks payable to Phil Jay Productions.....**

**All checks MUST be made payable to Phil Jay (not Phil Jay Productions)**

Mail to: Phil Jay  
P.O. Box 4000  
Suite 140  
Olathe, Ks. 66063-4000

## **CONSENT AGENDA**

### **CONSIDER DISPOSAL OF PUBLIC SAFETY POLICE VEHICLES**

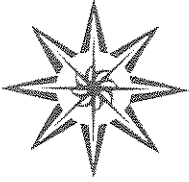
#### **Background:**

The Department wishes to dispose of the following assets through Easley's Auto Auction Service since replacement vehicles have arrived:

Unit #130 (2001 Ford Crown Victoria)	VIN #2FAFP71WX1X153835
Unit #440 (2004 Ford Crown Victoria)	VIN #2FAFP71W64X101106
Unit #670 (1996 Taurus)	VIN #1FALP52U6TA184922

#### **Recommendation:**

**Staff recommends the City Council approve the disposal of Unit 130, Unit 440, and Unit 670 through Easley's Auto Auction Service.**



THE CITY OF PRAIRIE VILLAGE *Star of Kansas*

**DATE:** September 13, 2006  
**TO:** Chief Grover  
**FROM:** Capt. Jordan, Patrol Commander *JWJ #7*  
**SUBJECT:** Vehicle Disposal

I am requesting Council approval to auction the following vehicles through Easley's Auto Auction Service since replacement vehicles have arrived:

- Unit 130 (2001 Ford Crown Victoria) VIN #2FAFP71WX1X153835
- Unit 440 (2004 Ford Crown Victoria) VIN #2FAFP71W64X101106
- Unit 670 (1996 Taurus) VIN #1FALP52U6TA184922

Additionally, Nationwide Auto Auction is no longer in business in the Kansas City area. Cpl. Roberson conducted an on-site inspection of Easley's Auto Auction and also visited Affiliated Auto Auction. Steve Mills, Public Works, also accompanied him on the inspection. Cpl. Roberson has recommended (report attached) that Easley's Auto Auction be used as an outlet for used equipment. I concur with his recommendation.

## **CONSIDER PROJECT 191020: PEDESTRIAN BRIDGE REPLACEMENT OVER BRUSH CREEK**

### **Background:**

The attached agreement is for design services by Wilson & Company engineers. In accordance with Council Policy CP216 – Selection of Professional Architect/Engineering Consulting, Public Works staff interviewed firms and selected Wilson & Company.

The design work is provide project documents for bidding the replacement of the existing pedestrian bridge over Brush Creek between 77<sup>th</sup> Street and Colonial Drive.

### **Financial Impact:**

The cost for the design services is \$7,350.00. Funds are allocated in the Capital Infrastructure Program for this project.

### **Recommendation:**

Public Works staff recommends the City Council approve the agreement for design services with Wilson & Company for Project 191020 using funds in the Capital Infrastructure Program.

# AGREEMENT FOR PROFESSIONAL ENGINEER

For

## DESIGN SERVICES

Of

### PROJECT 191020: PEDESTRIAN BRIDGE REPLACEMENT OVER BRUSH CREEK (77<sup>TH</sup> STREET/COLONIAL DRIVE)

***THIS AGREEMENT***, made at the Prairie Village, Kansas, this 2<sup>nd</sup> day of October, 2006, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and Wilson & Company Inc., Engineers and Architects, a corporation with offices at 8735 Rosehill Road, Suite 200, Lenexa, KS 66215, hereinafter called the “**Consultant**”.

***WITNESSED, THAT WHEREAS***, City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of Project 191020: Pedestrian Bridge Replacement over Brush Creek (77<sup>th</sup> Street/Colonial Drive), hereinafter called the “**Project**”,

***AND WHEREAS***, the City is authorized and empowered to contract with the Consultant for the necessary consulting services for the Project,

***AND WHEREAS***, the City has the necessary funds for payment of such services,

***NOW THEREFORE***, the City hereby hires and employs the Consultant as set forth in this Agreement effective the date first written above.

#### 1. CITY RESPONSIBILITIES

- 1.1. The City has designated the Manager of Engineering Services, Mr. Thomas Trienens, to act as the representative for the City with respect to the services to be performed or furnished by the Consultant under this Agreement. This person shall have the authority to transmit instructions, receive information, interpret and define the City policies with respect to the Consultant’s services for this Project.
- 1.2. The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. To the extent permitted by law, City shall indemnify Consultant for any infringement claims resulting from Consultant’s use of such content, materials or documents.
- 1.3. The City shall review for approval all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.

- 1.4. The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- 1.5. The City shall diligently review all submittals presented by the Consultant.
- 1.6. The City has funded \$33,500.00 for construction of this project.

## **2. CONSULTANT RESPONSIBILITIES**

- 2.1. The Consultant shall either perform for or furnish to the City professional civil engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.
- 2.2. The Consultant shall serve as the prime professional Consultant for the City on this Project
- 2.3. The standard of care for all professional consulting services and related services either performed for or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality.
- 2.4. Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

## **3. SCOPE OF SERVICES**

- 3.1. Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks. Note: It is anticipated that existing abutments may be utilized and that a bridge similar to the existing will be designed.

### **3.2. Preliminary Design Phase**

- 3.2.1. Prepare preliminary construction documents showing the nature and extent of improvements, the conditions under which the Contractor shall work and the general conditions of contractual relations.
- 3.2.2. Conduct field reconnaissance to evaluate and identify:
  - 3.2.2.1. Access and method of bridge installation.
  - 3.2.2.2. Type, size, location and condition of existing abutments.
  - 3.2.2.3. Location of existing storm drainage system.
  - 3.2.2.4. Utility locations
- 3.2.3. Prepare bridge alternative evaluation
- 3.2.4. Develop a bridge layout sheet including, but not limited to, the following information:
  - a. Plan and elevation views of proposed bridge
  - b. Plan view of the existing bridge to be removed
  - c. Existing abutment and anchor bolt locations
  - d. Design loads and material properties
- 3.2.5. Prepare a title sheet
- 3.2.6. Obtain Army Corp permits/ concurrence with project
- 3.2.7. Present draft of detail specifications and special conditions for City review



- 3.2.8 Submit one full size plus one half-size paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCAD of all documents for review by the City.

### **3.3. Final Design Phase**

- 3.3.1. Prepare final design documents base of review and comments from City and other review agencies of the preliminary plans
- 3.3.2. Present final project manual for City review
- 3.3.3. Present one full size plus one half size set of final design plans and specifications for City review
- 3.3.4. Submit one half-size set of final plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
- 3.3.5. Request utility comments and construction schedule.
- 3.3.6. Prepare all bid documents using the City's standard documents.
- 3.3.7. Publish minutes of all project review meetings and disperse to City representative and all other attendees within five working days.
- 3.3.8. Submit one paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCad of all documents for review by the City.

### **3.4. Bidding Phase**

- 3.4.1. Conduct a pre-bid meeting
- 3.4.2. Publish minutes of all pre-bid meeting and disperse to City representative and all other attendees within five working days.
- 3.4.3. If necessary after pre-bid meeting, prepare addenda prior to bid opening.
- 3.4.4. Provide to the City a Consultant's opinion of probable construction cost.
- 3.4.5. Check accuracy of bids, evaluate the bidders and make a recommendation of award to the City.
- 3.4.6. Submit one full size plus one half-size paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCad of all documents for review by the City.

### **3.5 Construction Phase**

- 3.5.1 Review contractor work plans
- 3.5.2 Verify bridge type, geometry and general compliance with plans and specifications upon delivery
- 3.5.3 Inspect bridge following installation

## **4. TIME SCHEDULE**

- 4.1. The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the Preliminary Design Phase, Final Design Phase and Bidding Phase.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods;

earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

- 4.2. Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Preliminary Design Phase	Due by October 20, 2006
Final Design Phase	Due by November 10, 2006
Letting Date	December 1, 2006

## 5. COMPENSATION

- 5.1. The City agrees to pay the Consultant as maximum compensation for the scope of services the following fees:

<u>Total Fees</u>	<u>\$ 7350.00</u>
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- 5.2. The compensation will be billed by Phase detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.
- 5.3. The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 5.4. All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of subconsultant services and detail list of Direct Non-Salary Costs.
- 5.5. The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

## 6. GENERAL PROVISIONS

- 6.1. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and

best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.

- 6.2. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- 6.3. **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. To the extent permitted by law, the City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the Plans.

In a similar manner, the Consultant is prohibited from reuse of the Plans or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

- 6.4 **Insurance:** The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

6.4.1 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.

6.4.2 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.

6.4.3 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

6.6 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.

6.7 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

6.8 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

6.9 **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to item by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

6.10 **Successors and Assigns:** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless

specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

**IN WITNESS WHEREOF:** the parties hereto have executed this Agreement to be effective as of the date first above written.

**City:**

City of Prairie Village, Kansas

By:

Ronald L. Shaffer, Mayor

Address for giving notices:

City of Prairie Village  
7700 Mission Road  
Prairie Village, Kansas 66208

Telephone: 913-385-4600

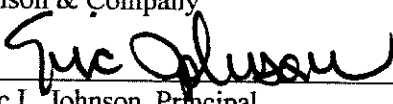
ATTEST:

\_\_\_\_\_  
Joyce Hagen Mundy, City Clerk

**Consultant:**

Wilson & Company

By

  
Eric L. Johnson, Principal

Address for giving notices:

Wilson & Company Inc., Engineers and Architects  
8735 Rosehill Road, Suite 200  
Lenexa, KS 66215

Telephone: 913-492-6365

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Charles E. Wetzler, City Attorney

### **Consider 2007 Newsletter Agreement**

The 2007 Budget contains \$26,300 for production of monthly issues of the City newsletter. In late August, the City developed bid specifications, published a notice to bidders, and sent bid notices to nine firms that had expressed an interest in this project.

Bids were opened on 22 September. Five bids were received with two options per bid. One option was for a 2 color publication of the newsletter and Park Recreation Brochure, and a second, four-color option was also included. None of the bids received for four-color printing were within the City's budget constraints.

The low bid for two color printing was received from Alphagraphics. This company is the current newsletter printer. Staff has been satisfied with past work performed by Alphagraphics..

#### **Recommendation**

**RECOMMEND THE CITY COUNCIL APPROVE AN AGREEMENT WITH  
ALPHAGRAPHS FOR PRODUCTION OF THE 2007 ISSUES OF THE CITY  
NEWSLETTER AND PARK & RECREATION BROCHURE FOR A TOTAL COST OF  
\$23,960 WITH FUNDS FROM THE 2007 OPERATING BUDGET.  
COUNCIL ACTION REQUIRED**

2007 NEWSLETTER BID ANALYSIS						
VENDOR	PVV / ISSUE	OPTION A		OPTION B		
		REC	TOTAL/YR	PVV / ISSUE	REC	TOTAL/YR
Advertising @ Large	\$2,395.00	\$4,000.00	\$30,345.00	\$2,700.00	\$7,500.00	\$37,200.00
Mpress	\$1,877.00	\$7,087.00	\$27,734.00	\$2,284.00	\$8,247.00	\$33,371.00
First Choice	\$2,167.00	\$4,885.00	\$28,722.00	\$2,584.00	\$5,485.00	\$33,909.00
Alphagraphics	\$1,615.00	\$6,195.00	<b>\$23,960.00</b>	\$2,842.00	\$9,701.00	\$40,963.00
Star Direct (KC Star)	\$2,929.25	\$6,581.38	\$38,803.13	\$3,272.13	\$7,738.63	\$43,732.06
<b>2007 Budget: \$26,300</b>						



## AGREEMENT FOR PRODUCTION OF CITY NEWSLETTERS

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

BY AND BETWEEN the City of Prairie Village, Kansas, hereinafter called the "City", and **Alphagraphics**, hereinafter called the "Contractor".

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS herein contained, the parties agree as follows:

### ARTICLE I SCOPE OF SERVICES

The Contractor shall perform the following services as identified in the following and the attached Specifications:

- A. Provide layout, design, and associated creative services necessary to ensure the publication of eleven (11) issues of the *Prairie Village Voice*, to be distributed to each residence and business within the corporate limits of Prairie Village, Kansas within fourteen (14) days of the City's submission of all information pertaining to the newsletter to the Contractor beginning with the January, 2005 issue.
- B. Provide layout, design, and associated creative services necessary to ensure the publication of one (1) recreation brochure to be distributed to each residence and business within the corporate limits of Prairie Village, Kansas within fourteen (14) days of the City's submission of all information pertaining to the newsletter to the Contractor to be distributed in May, 2007
- C. Provide design services for a new masthead and/or cover design for the publications described in (A) and (B)
- D. Provide all paper and printing services necessary to ensure the production and distribution of all publications identified in A and B in accordance with the attached Specifications.
- E. Provide an electronic version of each of the eleven (11) issues of the *Prairie Village Voice* and the recreation brochure and provide this electronic copy to the City at the time of publication of each issue. The electronic copy shall be in a PDF format.
- F. Provide mailing services necessary to ensure labeling and sorting of publications for delivery by the United States Postal Service and delivery to the United States Postal Service, Prairie Village substation, for distribution. All postage costs shall be paid by the City.
- G. Will provide the City with a minimum of one (1) and a maximum of three (3) drafts of each publication.

- H. Provide one (1) "blue-line" copy of each publication prior to printing.
- I. Provide the City with 500 copies of each publication for internal distribution.
- J. Provide the City with two (2) large print editions of each publication identified in this Agreement.
- K. All newsletter copies representing printing overages will be delivered to the City for additional distribution.

No publications shall be delivered for printing without the authorization of the City Administrator or the Mayor.

## ARTICLE II COMPENSATION

The City agrees to compensate the Contractor for performing the services described in Article I and the attached Specifications according to the following schedule:

<i>Prairie Village Voice</i>	<i>\$1,615 per issue</i>	
<i>Total for eleven (11) issues</i>		\$17,765
Recreation brochure		\$ 6,195
<b>Total for all publications</b>		<b>\$23,960</b>

After delivery of all copies of a publication to the United States Postal Service for distribution, the Contractor shall submit a statement to the City indicating the amount due as described above. The City shall make payment within thirty (30) calendar days of the date said statement is received by the City. Payment to the Contractor will be made only for services approved by the City Administrator or the Mayor.

### ARTICLE III MISCELLANEOUS PROVISIONS

#### Term of Contract

**This agreement shall be effective from \_\_\_\_\_, 2006 and shall continue until the 31<sup>st</sup> day of December, 2007.** The parties may renegotiate or decrease or increase unit quantities or unit prices if the City elects to renew the contract on an annual basis, and the renewal of such contract shall accordingly be contingent on the ability of the parties to reach a satisfactory agreement on unit quantities and unit prices for the new contract term. If the City intends to renew the Contract pursuant to this Section, it shall provide the Contractor with written notice of such intent no later than ninety (90) days prior to the date on which each contract term is to expire. All renewal periods will be subject to satisfactory performance by the contractor of his/her contract the previous year and appropriation of funds.

#### Termination

The City or the Contractor may terminate this Agreement at any time and for any reason by giving to the other party a notice in writing at least ninety (90) days prior to the effective date of such termination. In the event this Agreement is terminated as herein provided, the City agrees to pay to the Contractor any and all sums due and owing for services rendered in accordance with the terms of this Agreement as of the effective date of such termination.

#### Assigning or Subletting the Contract

The Contractor shall not assign or sublet the contract or any portion of the contract without providing the City with written notification of the assignment or sublease and the identity(ies) of the assignee or subcontractor(s). Any assignment or sublease agreement entered into by the Contractor shall not be construed as making the City a party of such subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the Contractor of his liability and obligation under the contract. All transactions will be made through the Contractor. Subcontractors will be recognized and dealt with only as workers and representatives of the Contractor and as such shall be subject to the same requirements of Contractor.

IN WITNESS WHEREOF, said parties have affixed their name, the day and year first written above.

**CONTRACTOR:**

**CITY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Ronald L. Shaffer, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

**ATTEST:**

\_\_\_\_\_  
Charles Wetzler, City Attorney

\_\_\_\_\_  
Joyce Hagen Mundy, City Clerk

## **SPECIFICATIONS**

### ***Prairie Village Voice* newsletter and Recreation Brochure**

The City of Prairie Village publishes a monthly newsletter, the *Prairie Village Voice* which is distributed to all residents and businesses in the City.

Each Spring, the City also publishes a Park & Recreation booklet highlighting the City's Summer recreation programs.

The City will provide photographs and newsletter article text, along with necessary instructions regarding article placement and captions for photographs. The City shall receive a draft of the newsletter upon the completion of layout & design and prior to printing. The City shall also receive a "blue-line" copy of the newsletter prior to final printing. All modifications and revisions must be approved by the City of Prairie Village.

The City will provide a list of all businesses and their addresses.

All residential address lists shall be provided by the Contractor.

500 copies of the newsletter will be delivered to the Prairie Village Municipal Building directly from the printer for internal distribution.

Postage will be paid by the City of Prairie Village.

The City of Prairie Village is exempt from sales tax.

Services and materials to be provided shall include:

- Layout and design
- Appropriate graphics
- Paper
- Printing
- Folding
- Printing of mailing labels
- Addressing of newsletters
- Sorting for delivery by the United States Postal Service to achieve the lowest possible postal rate.
- Delivery of the newsletters to the Postal Service for distribution.
- Production of an electronic version of each newsletter/recreation brochure (PDF format)
- Production of two (2) large print editions of each publication

Frequency: Monthly  
Quantity: Newsletter: Approx. 12,500  
Recreational brochure: Approx. 12,500  
Paper size: Newsletter: 11" x 17" folded once to provide 4 pages  
Recreation brochure: 8 ½" x 11" folded once. 24  
pages total.  
Mailer type: Self-mailer

### SUBCONTRACTING

If the Contractor intends to subcontract any portion of the work identified in the above specifications, he/she must identify this, along with the anticipated name of the subcontracting firm.

The Contractor shall not assign or sublet the contract or any portion of the contract without providing the City with written notification of the assignment or sublease and the identity (ies) of the assignee or subcontractor(s).

**PRAIRIE VILLAGE VOICE NEWSLETTER AND RECREATION BROCHURE  
 BID SHEET**

The City requests that bidders provide responses for both Bid Options A and B.

**Bid Option A – Limited Color Printing**

Bid Option A is for publication as described in the specifications with all pages of the 11 issues of the newsletter being in 2 color print (black plus one color.) The annual Park & Recreation brochure would be printed with both sides of the front and back covers in full color, with 2 color printing (black plus one color) on all interior pages.

<i>Prairie Village Voice</i>	<i>\$1,615 per issue</i>	
<i>Total for eleven (11) issues</i>		<b>\$17,765</b>
Recreation brochure		<b>\$6,195</b>
<b>Total for all publications (Bid Option A)</b>		<b>\$23,960</b>

**Bid Option B – Full Color Printing**

Bid Option B is for publication as described above with all pages of the 11 issues of the newsletter being in full color. The annual Park & Recreation brochure would be printed with all pages in full color. It is anticipated that approximately sixteen (16) of the total pages, as well as both sides of the front and back covers, would require printing in full color

<i>Prairie Village Voice</i>	<i>\$2,842 per issue</i>	
<i>Total for eleven (11) issues</i>		<b>\$31,262</b>
Recreation brochure		<b>\$9,701</b>
<b>Total for all publications (Bid Option B)</b>		<b>\$40,963</b>

## **PARKS AND RECREATION COMMITTEE**

**September 13, 2006**

The Parks and Recreation Committee met Wednesday, September 13, 2006. Present: Chair person Diana Ewy Sharp, Vice-Chair person Ruth Hopkins, Diane Mares, Shawn Hickey, James Reimer, Shelly Trewolla, Zachary Hardy, James Bernard, Jr., Peggy Couch, Clarence Munsch, A.J. LoScalzo, Kathy Peterson and Mayor Ron Shaffer. Also present, Council member Wayne Vennard and staff, Barbara Vernon, Bob Pryzby and Mike Helms.

### **Call to Order**

Chair person Diana Ewy Sharp called the meeting to order.

She said the dedication of Prairie Park was a lovely event and conveyed her thanks and appreciation to all of the committee members who attended, the volunteers and to Dan Ogle and Bob Pryzby.

### **Public Participation**

There was no one present to address the Committee

### **Consent Agenda**

Ruth Hopkins moved for approval of minutes from the August 9, 2006 meeting. The motion was adopted with a unanimous vote.

### **New Business**

#### **1. City Hall Fountain Shutdown – Bob Pryzby**

The mechanical controls on the fountain are not working. The fountain was shut down and will be repaired in the Spring of 2007.

#### **2. 69<sup>th</sup> Street & El Monte Fountain Repair – Bob Pryzby**

Pryzby has been invited to the Prairie Village Homes Association meeting. He asked the committee where the City stands on ownership of fountains in the City. He cannot find records that indicate whether the City or the Homes Association owns the fountain at 69th & El Monte..

He said the Homes Association wants an active fountain which will recycle the water. They also want the base rebuilt. This will involve repair and installation of including plumbing and electrical service at a cost of approximately \$20,000. The City's crew could not get the fountain to operate in the Spring because a line is broken.

Ruth asked if the Homes Association knows who owned it. Bob said they do not.



Shawn Hickey suggested the City enter into a partnership to repair and maintain the fountain.

Clarence Munsch said the fountain east of Mission Road has a similar problem. What the Committee recommends for this fountain will set the framework for others. Pryzby said the fountain at 87th has similar problems.

Diana said although repairing these fountains may set a precedent, a state of disrepair of fountains throughout reflects badly on the City. She suggested the City accept ownership of the fountains.

Bob agreed to that recommendation.

Shelly said it was her impression that fountains in disrepair do adversely affect the quality of the environment.

Diana asked committee members if they agreed the City should accept ownership of all fountains in the City.

A.J. LoScalzo said the City should accept the ownership and request contributions from the Homes Associations for maintenance and repairs. Shelly agreed the City should consider a partnership with the Homes Associations but, barring that, the City should own and maintain island facilities.

Pryzby reported that heads have been removed from two statues in the City. He asked the Committee if the City wants to take the position that the City also owns statuary and is responsible for repairs. Mike Helms said one of the heads was found and can be repaired by Public Works. According to experts, statues need to be maintained every two years. Diana Sharp said the Homes Associations could be called upon to help. A.J. LoScalzo said perhaps the Municipal Foundation can assist with funds to maintain these facilities.

Diana reminded committee members that the business plan has related to the islands.

Jim Bernard said he and Diana know a Prairie Village resident, Joanie Shields, who chairs a local organization, *Save Outdoor Sculpture* that inventories, maintains, and repairs sculptures in the metropolitan area depending available funds. She works with a conservator to identify the history and determine maintenance needs. Bob said perhaps the committee could meet with Homes Associations about this program. Diana said the Council likely would have to facilitate the efforts. Ruth suggested the Municipal Arts Council be involved.

Jim Bernard said the Council will need to know the exact cost of accepting island improvements such as statues and fountains. Shelly said she thinks the decision should be made on a case by case basis.

Committee members agreed by consensus to authorize Bob Pryzby to attend the Homes Association meeting to communicate that the City will accept responsibility for the island and the fountain at 69th and Oxford.

### **COUNCIL ACTION REQUIRED**

#### **Reports**

1. Public Works Report – Bob Pryzby

Public Works crews are preparing for snow. They have been practicing for an annual snow contest which is also good training; however, they are now behind on mowing.

Bob said the bid on a storm drainage project for the west side of the tennis courts at Harmon Park was too high to accept. He may re-bid it in the spring.

The swimming pool has been shut down, filters were backwashed into the sanitary sewers.

#### **Old Business**

1. Windsor Park Tennis Repair – Bob Pryzby

This project should be finished by the end of September.

The Meadowlake tennis court project is done except for grass.

Prairie Park is done except for the climbing boulder which has been ordered.

Ruth Hopkins said the soccer field in Porter Park is gorgeous.

Bob reported that a team practicing football on a field in Franklin Park is tearing up the field. Barbara Vernon will check to see if a permit was issued to the team.

Pryzby said he has received a question about the St. Anne's ball fields. Several years ago the City entered into an informal agreement with the church to exchange City use of the field for mowing by the City. He said he has heard that someone wants to do something else with the fields. Diana said she is aware of an interest in some landscaping near the fields and that Council member Andrew Wang and Curt Marchand will bring a proposal to the Committee for the October meeting.

Clarence Munsch reported that he met with parents and coaches of the aquatics teams last week. He said they agreed they would like to be treated as one rather than three programs. He said they further agreed there should be no cap on the number of participants, signups should be earlier, May 1 for residents and May 15 for non-residents, and there should be a final registration date after which participants would be fined for late registration. Ruth Hopkins said that would be unfair to new people. Shelly suggested the change be advertised in the Village Voice so everyone would know the new rules. Diana said she had asked Clarence to report this evening and the committee will discuss at the October meeting

following receipt of Craig's season-end reports. Clarence said the City budgeted \$2,000 for team expenses this year. The expenses totaled \$3,300 so the difference was covered by a balance the swim team had in the Foundation account. Next year the budget includes \$3,000. The group listed several items they need to make the teams successful:

- Starter system for swim meets \$800 - \$1,100
- Update of the Meet Manager software \$100 - \$150
- 40 kickboards \$600 - 650
- Printer for swim meets \$100 - \$200
- Underwater sound system for Synchrono team's water show \$2,500
- Second low board for the diving team \$10,000
- Increased salaries for Assistant coaches \$4,000 - \$6,000 annually

Munsch said parents and coaches realize the City cannot accomplish all of this in one year but would like to establish a budget plan to include these in future budgets. He said parents and volunteers appreciate the support they have received from the Committee in the past. Diana Ewy Sharp thanked Clarence for taking the lead in working with this group.

## 2. Business Plan

Diana began the discussion by reviewing the history of the yearlong process including a daylong facilitated session, how she feels the plan defines the committee and its responsibilities, and provides a framework for the committee to move forward. She distributed the excerpt from the September 5, 2006 Council Committee of the Whole minutes where the Council discussed some concerns about the Parks and Recreation Committee.

Ruth Hopkins said she cannot understand whether the Business Plan is a defining ordinance or an attempt to define the function of the Park and Recreation Committee.

Shelly Trewolla said the group is stating what it is, what it encompasses. The fact that Parks and Recreation Committee is a standing committee led to investigation of the other committees and how their responsibilities are related to responsibilities within the scope of the Park and Recreation Committee.

Ruth asked if this document defines that to everyone.

Shelly said this document encompasses it generally; the five year plan will be more concrete.

Diana said the group cannot define a plan without knowing who they are and reminded committee members that the wording "business plan" has been used for lack of a better title and it can be changed. She added that she was one of the

Council members who sensed the committee had lost its direction and needed to undertake some visioning.

Ruth said she thinks the document is not a business plan if all it does is define who you are. Shelly suggested the title, Business Plan, be changed.

Ruth said she expected detailed goals. The community center has been removed. She said to her this is not a business plan.

Shawn said the meat of the plan is in Section 5.

When asked, Diana said she has her own personal thoughts about whether this plan has a chance of approval based on the negative response of some Council members last week.

Shelly said the document defines what the Park and Recreation committee does and how the various committees are not being coordinated. This committee saw a need for more unity in the areas of recreation and quality of life in the City. In the recent survey the City was discounted for not providing more recreation opportunities. She said she doesn't see unity in the City or thinking about the needs of the City's park superstructure. There is a need for more investment in parks than swings. She said outside entities provide many of the programs, residents are asking for enrichment activities.

Diane said no one from the Park and Recreation Committee is on the Committee Center committee so there is no continuity.

Kathy Peterson said the lack of communications is what is wrong. What this committee wants is everyone working, not more power. We just want to work together.

Diane said they acknowledge things need to happen before the five year plan can be developed.

Diana said the Business Plan defines the Park and Recreation Committee. The group cannot look into programming before the foundation is established. She said the Council did not ask for a five year plan.

Shelly said before the group can adopt a budget they have to understand who they are, it is important to know who the group is and what is within the scope of their responsibility.

Kathy said the Plan will enable the Committee to communicate with everyone and make plans that are needed.

Ruth asked how this Plan will do that.

A. J. reminded the group she has been on the committee a very long time. She said they have never done anything like this. Development of this Plan was necessary and will lead the group to the next level.

Diane Mares said, according to the Council minutes excerpt distributed by Diana, the Council says the Park and Recreation Committee has no authority and is a bunch of dummies.

Ruth denied that perception. She said the Park and Recreation Committee serves an important function. They are the reason the City has a park system that is fabulous.

Diane said the City should provide year-around programming.

Shelly asked why programs sponsored by VillageFest and Municipal Arts are not part of the recreation brochure. She said this is an example of a lack of unity, coordination would enable the committees to avoid overlapping programs and gaps. She suggested the title "Business Plan" be removed. She said the City needs a five year structural plan and proposal for staffing and programming of the parks.

Clarence said the City needs one person to work with all committees so everyone is in the calendar working together for the people who live here.

Kathy said there is a need to communicate and schedule.

Ruth said the committee needs to communicate recommendations to the Council, not a plan to take over other groups.

Diana asked if the committee wants her to move forward with the Plan as it is or make changes or scratch it.

Kathy said it should not be scratched because it fits for people who live in the City.

Peggy Couch suggested the committee be separated into two groups. One would be a park committee focusing on land and facilities, the other would focus on recreation programming.

Kathy said she liked Pat Daniels' comment in the excerpt of Council minutes. She said the Plan should be looked at as a stepping stone. Step 1 defines who and what the Park Committee is. Going forward, the group will work on ways to enhance programming with no specific time frame.

Shelly said if the City Council tries to do it, it won't happen. There has to be a place to address dreams and wishes.

Shawn Hickey moved to present the current document to the City Council not as a Business Plan but as a stepping stone to what the Park and Recreation committee need to accomplish and stands for.

Jim Bernard said it appears to him there is a turf war in the Council. He said if he was on the Council he would vote “no” to the Plan because it has no costs for the staffing or the other plans. He said this document is seen by the Council as a change in structure rather than a plan for the parks.

Diana asked Bob Pryzby and Barbara Vernon if they could prepare cost for implementation of the Business Plan recommendations. Bob said he can if the committee directs him to do so and the Council agrees. Barbara said she could prepare something if she has a description of what the group anticipated as the job description for the park director. Diana stated it might be more appropriate to wait for the Council to review the plan before expending staff time to prepare costs. The Council could ask for costs to be prepared.

Clarence suggested the word, “implementation”, be changed to “further investigation in Section Five. All agreed.

Shawn Hickey made the following motion which was seconded by Peggy Couch and approved:

Recommend the Governing Body consider this document as the Committee’s new direction for further investigation..

It was suggested the Council direct Bob and Barbara to develop cost estimates requested by the Park and Recreation Committee.

A motion was made, seconded and approved to change the title of the document to “Committee Structure and Responsibilities”.

Barbara Vernon asked that reference to the Assistant to the City Administrator be removed. That position is an Intern position approved many years ago for a new MPA graduate. The responsibilities as an assistant to are tailored to the background and experience of the individual hired for the position. Committee members agreed to change the wording to City Administrator’s office.

Diana asked if ordinances that need to be changed/updated should be recommended by the Park and Recreation Committee. Staff said since they are housekeeping items to reflect changes that have already been approved, they can be recommended by staff.

Diana Ewy Sharp thanked the members for their efforts the past year.

**Meeting Date**

Diana reminded members the next meeting is scheduled for the same night as the Shawnee Mission East College Clinic night. All agreed to postpone the meeting to the next week, October 18, 2006.

**Adjournment**

Chair person Diana Ewy Sharp adjourned the meeting at 8:38 p.m.

Diana Ewy Sharp

Chair person

Parks and Recreation Committee

## MAYOR'S ANNOUNCEMENTS

Monday, October 2, 2006

Committee meetings scheduled for the next two weeks include:

Board of Zoning Appeals	10/03/2006	6:30 p.m.
Planning Commission	10/03/2006	7:00 p.m.
Sister City	10/09/2006	7:00 p.m.
City Entrance Sign Committee	10/10/2006	6:30 p.m.
Council Committee of the Whole	10/16/2006	6:00 p.m.
City Council	10/16/2006	7:30 p.m.

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The Prairie Village Arts Council is pleased to feature a mixed media exhibit by the Senior Arts Council in the R.G. Endres Gallery during the month of October. The opening reception will be held on October 13<sup>th</sup> at 6:30 p.m.

Peanut Butter week is October 2-6. There will be a collection barrel at the City Offices. Please bring peanut butter donations to the Council meeting.

Free Tree Seminar sponsored by the Tree Board on Wednesday, October 4<sup>th</sup> at 7 p.m. in the Council Chambers.

The Kansas League of Municipalities 2006 Annual Conference will be held in Topeka from October 7-10. Conference events will be held at the Capitol Plaza Hotel and the Kansas Expocentre.

Flu shots will be given on October 16<sup>th</sup> from 8:30 a.m. to 10 a.m. at Public Works and from 1 p.m. to 3 p.m. in the Multi-purpose room.

Prairie Village Gift Cards are on sale at the Municipal Building. This is a great way to encourage others to "Shop Prairie Village."

The 50<sup>th</sup> Anniversary books, Prairie Village Our Story, are being sold to the public.



## INFORMATIONAL ITEMS

October 2, 2006

1. City Administrator's Report – September 28, 2006
2. Community Center Committee Minutes – August 28, 2006
3. Board of Zoning Appeals Agenda – October 3, 2006
4. Planning Commission Agenda – October 3, 2006
5. Memo from Bob Pryzby – 2006 Biennial Bridge Inspection Report
6. Letter from Johnson County Transportation Council – Phase II of the strategic planning process.
7. Thank You letter from Russell and Phyllis Sullins
8. 22<sup>nd</sup> Annual Peanut Butter Week – October 2-6, 2006
9. Mark Your Calendar
10. Council Committee Agenda
11. Prairie Village Employee Noteworthy

## **CITY ADMINISTRATOR'S REPORT**

### **September 28, 2006**

#### **Redevelopment and Capital Improvements**

Last week two Council members and two staff members attended a meeting of the Mid America Regional Council's First Suburbs Coalition. MARC formed this group several years ago to provide an opportunity for representatives of older, landlocked cities in this regional area to meet together, exchange ideas and discuss issues common to their communities.

The meeting held in Mission last week featured a review of projects planned for that City along with a history of how city officials and residents made the decisions and investments necessary to undertake the significant changes happening in their community. It all began with the 1998 flood in Johnson County which was devastating to the City of Mission. Shortly after the storm, a major portion of the City, over \$500 million in property value, was identified as being in the flood plain. Mayor McConwell said at that time she had the distinction of being Mayor of the city with the largest designated flood plain area in the state of Kansas.

When development increased its move into the southern and western areas of Johnson County in the '60's and '70's, all of the older cities in northeast Johnson County began having flooding problems during and after heavy rains. Some cities, like Mission, managed the flooding with construction projects that solved the immediate flooding problems. The Prairie Village Council at that time included engineers who knew that temporary fixes were not the best response to flooding in this growing County. They developed a long term (20 year) plan that included the entire City. They approved a \$2 million bond issue to begin the projects, then increased annual capital budgets to continue the plan. The 1998 flood which was so devastating to Mission caused damage in Prairie Village but the planning and investment of the previous twenty years prevented this City from experiencing that same level of devastation.

The crisis in Mission created the need for elected officials to re-evaluate priorities and reallocate budgeted funds from capital improvement projects to plans for redevelopment. The City spent hundreds of thousands of dollars for redevelopment plans that include a variety of housing and business opportunities. Zoning regulations in the City were revised to accommodate the changes and move that community out of the flood plain and into a vision for the future.

MARC and One KC Voice are developing a regional citizen engagement initiative to formulate a new development review process that will be responsive to stakeholders, developers, residents and local governments dealing with redevelopment. The crisis in Mission created a demand for response and change. Because the community realized something had to be done, the normal resistance to change was not as strong as it might

have been. This is not the case in communities not confronted with a crisis. This new MARC program is designed to make redevelopment more inclusive and positive than in the past.

### **Risk Management**

During the past few years one of this City's priorities has been managing and controlling the cost of insurance. We stress safe work practices and include a measure of safety on every employee evaluation. Department managers meet periodically with Shawn Elliff, the Regional Risk Control Director for St. Paul Insurance, the City's provider of general liability coverage to evaluate high liability areas and City practices. And, when considering new major construction, consult with him during the design process.

Bob Pryzby consulted with Shawn frequently when the swimming pool complex was reconstructed into a water park. More recently he and Bob worked together on design and construction of the skate park. Shawn recently had an article published in which he described the right way to plan and implement a skate park which is safe and is an asset to the community. Although he did not mention Prairie Village by name, he recommended the model used here which included involvement of local elected officials, skaters and parents, insurance risk control consultant, an experienced design and construction firm and good planning.

### **Miscellaneous**

According to CERI (County Economic Research Institute), the Average Household Income in Prairie Village is currently more than \$110,000 annually.

Another CERI report indicates the 2005 population estimate (published in June, 2006) for Prairie Village is 21,454.

The annual school tax report prepared by CERI lists the property tax charged by each of the 45 school districts in the Kansas City area. Once again, Shawnee Mission is the lowest at \$526 tax on a \$100,000 residence.

Last month City employees enrolled in benefit plans for the 2006-2007 period which begins in September. Summary of the enrollment:

- ❖ 97 employees enrolled in the dental plan
- ❖ 99 employees enrolled in the health plan
- ❖ 101 employees enrolled in the new vision plan
- ❖ 13 employees enrolled for membership in the YMCA
- ❖ 54 employees are participating in the Section 125 plan – this plan allows employees to reserve pre-tax dollars for use in paying medical and dependent care costs. Those who enrolled will save more than \$17,000 in federal taxes. The City will realize approximately \$4,400 in savings from reduced Social Security payments

## COMMUNITY CENTER COMMITTEE

August 28, 2006

### Minutes

The Community Center Committee met August 28, 2006. Present: Chairman David Belz, Wayne Vennard, Laura Wassmer, and Dale Warman. Staff: Doug Luther, Bob Pryzby and Barbara Vernon.

Doug Luther described his recent experiences at a Conference sponsored by the Missouri Park and Recreation Association. He said this particular event, which focused on facility design for Community Centers, was held in the St. Louis, Missouri area. Attendees visited twelve different community centers. Costs of the facilities ranged from \$12 to \$20 million. All twelve of the facilities were financed by Missouri Sales Tax revenue.

#### General information:

After three years most of the facilities were self sustaining.

These facilities and their equipment age rapidly, there is a noticeable difference between facilities and equipment three years old and those that are five years old. After five years the equipment is dated and facility needs improvements

These facilities and their equipment require a significant amount of ongoing technology improvements to remain competitive.

Staffing is another ongoing issue. Experts in every recreational specialty are needed on a part time basis. They are difficult to find and to retain.

Most facilities have an indoor pool, lap pool, party rooms, walking track, fitness center, two basketball courts and meeting space.

Operators of the facilities recommended there be a "fee" side and a "free side" of each facility.

Most of the exercise equipment has a three year life.

These facilities have massive electrical needs.

Each treadmill (the most popular piece of equipment) requires a dedicated electrical circuit.

For the most part, these facilities lease the exercise equipment and purchase weight equipment.

Most of the centers have state-of-the-art audio video equipment

Staff of the facilities reported it is relatively easy to attract members the first year, renewals become more difficult each year.

The facilities operate on the private sector model, revenues cover direct operating costs, no debt service or other major improvement costs.

Management personnel are normally hired 18 months before the facility opens so they can participate in the decision making process.

Most of the facilities the group visited in the St. Louis area were located in landlocked first tier suburbs, similar to Prairie Village.

The City of Richmond Hills formed a coop for neighboring cities that did not have community centers. They allowed the other cities to underwrite a portion of the fees so their residents could purchase memberships at the Richmond Hills resident rates.

There was some discussion of partnerships with the Y. In every case, the Y controlled rates, hours, class types and fees. If they are expected to run the programming, they insist on using their business model.

Although there were some facilities built that cost \$12 - \$15 million, they all needed to expand within ten years. This is the same experience the City of Mission had in their facility.

They stressed that, because of the sizable initial and ongoing investment required, a city should find out exactly what the community needs.

Committee discussion:

There are several public and private facilities around Prairie Village.

We should look at partnering with Mission and/or Overland Park

The concept of partnering with the Y would be a major decision for many reasons

We need to decide what the goal of developing another facility would be

This City needs more meeting space

Committee decisions:

Conduct a needs analysis of what is not available in Prairie Village

Prepare a market study that results in a map indicating where facilities that meet those needs are located. Prepare a Request for Proposal to conduct the studies.

Communicate to the public that the Council looked at what the public said during the Village Visioning process

Communicate fiscal impact of \$15 million bonds (\$1.2 million debt service for 20 years, 4.3 mills , 27% increase)

Need consultant fee costs

David Belz

Chairman

**BOARD OF ZONING APPEALS  
CITY OF PRAIRIE VILLAGE, KANSAS**

**AGENDA**

**TUESDAY, OCTOBER 3, 2006**

**6:30 P.M.**

**COUNCIL CHAMERS**

**I. ROLL CALL**

**II. APPROVAL OF MINUTES - September 5, 2006**

**III. ACTION ITEM**

**BZA2006-03 Request for a Variance from P.V.M.C. 19.06.030  
Side Yard Setback reduction from 5 feet to 3 feet  
7922 Reeds Road  
Zoning: R-1a  
Applicant: B.J. Fevold**

**IV. NEW BUSINESS**

**V. OLD BUSINESS**

**VI. ADJOURNMENT**

**\*\*Council members may be present at this meeting\*\***

If you can not be present, comments can be made by e-mail to  
[Cityclerk@Pvkansas.com](mailto:Cityclerk@Pvkansas.com)

**PLANNING COMMISSION AGENDA  
CITY OF PRAIRIE VILLAGE  
MUNICIPAL BUILDING - 7700 MISSION ROAD  
TUESDAY, OCTOBER 3rd  
COUNCIL CHAMBERS  
7:00 P. M.**

- I. ROLL CALL
- II. APPROVAL OF PC MINUTES - September 5, 2006
- III. PUBLIC HEARINGS
  - PC2006-08 Request for Conditional Use Permit for Communication Utility Boxes at 5431 Somerset Drive  
Applicant: Eric Stong, AT&T
  - PC2006-10 Request for Conditional Use Permit for Communication Utility Boxes at 5324 West 87<sup>th</sup> Street  
Applicant: Eric Stong, AT&T
  - PC2006-07 Continued Site Plan review for rezoning of C-3 Special Use Business District at 5301 W. 75<sup>th</sup> St.  
Applicant: Wes Welch, representing Rex & Lori R. Sharp
  - PC2005-05 Tabled Request for Special Use Permit for Wireless Communication Antenna 69<sup>th</sup> Terrace & Roe (McCrum)  
Applicant: Curtis Holland for Cingular Wireless
- IV. NON-PUBLIC HEARINGS
  - PC2006-111 Request for Vacation of Easement at 7922 Reeds Road  
Applicant: B.J. Fevold
  - PC2006-113 Request for Building Line Modification From 40 feet to 30 feet at 7922 Reeds Road  
Applicant: B.J. Fevold
  - PC2006-112 Request for Amendment to Sign Standards Corinth Square Shopping Center  
Applicant: Bob Jones, Highwoods Properties
- V. OTHER BUSINESS
  - Authorize a public hearing on "Temporary Sign" regulations
  - Consideration of City Planner after 12/31/2006
- VI. ADJOURNMENT

Plans available at City Hall if applicable

If you can not be present, comments can be made by e-mail to  
[Cityclerk@Pvkanas.com](mailto:Cityclerk@Pvkanas.com)

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# MEMORANDUM

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**TO:** Mayor Shaffer and City Council Members  
**FROM:** Bob Pryzby  
**DATE:** September 25, 2006  
**RE:** 2006 Biennial Bridge Inspection Report  
**CC:** Barbara Vernon, City Administrator

Attached please find the Executive Summary of the 2006 Biennial Bridge Inspection Report. Included, as part of the Summary, is the Summary of Findings. I would like to address each of the findings.

- a. Mission Lane over Brush Creek (S-01) – The Capital Infrastructure Program lists funding for design in 2008 with construction in 2009.
- b. Mission Road over Brush Creek (S-02) – No action required.
- c. 71<sup>st</sup> Street over Brush Creek (S-03) – The recommended repair work is scheduled for 2007.
- d. Roe Avenue over Brush Creek (S-04) - The recommended repair work is scheduled for 2007.
- e. Tomahawk Road over Brush Creek (S-05) – The bridge is being replaced in 2007.
- f. 75<sup>th</sup> Street and Nall Avenue over Bush Creek (S-06) - The recommended repair work is scheduled for 2007.
- g. 95<sup>th</sup> Street south of Meadow Brook Golf Course (S-07) – The City has not been advised of any work by the City of Overland Park.
- h. Tomahawk Road and Ash Street Pedestrian Bridge (P-02) - The recommended repair work is scheduled for 2007.
- i. 67<sup>th</sup> Street west of Mission Road Pedestrian Bridge (P-05) - The recommended repair work is scheduled for 2007.
- j. All other pedestrian bridges are in Acceptable Condition or better.



## EXECUTIVE SUMMARY

1. **Background.** The Federal Highway Administration (FHWA) requires a biennial inspection of the nation's vehicular bridges to update the National Bridge Inventory System (NBIS). The City of Prairie Village includes 11 pedestrian bridges as part of the inspection program. The Larkin Group has been retained to complete this year's inventory report.
2. **The National Bridge Inventory System (NBIS).** The Federal Highway Administration (FHWA) has established standardized condition ratings for bridges to allow equitable comparison of the condition of the nation's bridges. The nation's bridges are evaluated on a two-year cycle using 10 defined, descriptive ratings (e.g., Poor, Good, Critical Condition) for each of a bridge's elements (e.g., deck, roadway, substructure, etc.). These ratings form the data input to determine a bridge's numerical condition, or sufficiency rating, a number from a low of "1" to a high of "100." The NBIS also identifies the classifications of Non-Deficient, Structurally Deficient and Functionally Obsolete for the purpose of selecting bridges for Federal Highway Funds. The criteria for these classifications are contained in Appendix B Classification of Deficient Bridges. The following general condition ratings obtained from the 1995 edition of the Coding Guide have been used for this report:

<u>Code</u>	<u>Description</u>
N	Not applicable
0	FAILED CONDITION – Out of service; beyond corrective action.
1	“IMMINENT” FAILURE CONDITION - major deterioration or section loss present in critical structural components, or obvious vertical or horizontal movement affecting structure stability. Bridge is closed to traffic but corrective action may put bridge back in light service.
2	CRITICAL CONDITION – advanced deterioration of primary structural elements. Fatigue cracks in steel or shear cracks in concrete may be present or scour may have removed substructure support. Unless closely monitored it may be necessary to close the bridge until corrective action is taken.

- 3      **SERIOUS CONDITION** – loss of section, deterioration, spalling, or scour have seriously affected primary structural components. Local failures are possible. Fatigue cracks in steel or shear cracks in concrete may be present.
- 4      **POOR CONDITION** – advanced section loss, deterioration, spalling, or scour.
- 5      **FAIR CONDITION** – all primary structural elements are sound but may have minor section loss, cracking, spalling, or scour.
- 6      **SATISFACTORY CONDITION** – structural elements show some minor deterioration.
- 7      **GOOD CONDITION** – some minor problems.
- 8      **VERY GOOD CONDITION** – no problems noted.
- 9      **EXCELLENT CONDITION**

3. **Determination of Sufficiency Ratings.** The Kansas Department of Transportation (KDOT) uses the Pontis software program to determine bridge sufficiency ratings and to manage the state’s bridge database. The algorithms of the software use the descriptive ratings of the NBIS in combination with other aspects of a bridge, such as adequacy of the waterway, daily traffic counts, etc. Slight variations in sufficiency ratings from previous years are attributable to slight differences in software applications and the inspection performed.

4. **Trend in Vehicular Bridge Sufficiency Ratings.** The following chart shows the previous years sufficiency ratings. The downward trends indicate cycles of noticeable deterioration in the structure while the upward jumps indicate repairs that have been made.

Bridge \ Year	1990	1992	1994	1996	1998	2000	2002	2004	2006
S-01 Mission Lane	70.7	77.4	77.4	78.4	Note 1	59.2	34.5	34.5	34.5
S-02 Mission Road	64	49.5	51.5	37.5	Note 1	37.9	37.9	82.7	82.7
S-03 71st Street	71.5	70.4	70.4	70.4	Note 1	70.3	70.3	70.3	70.3
S-04 Roe Avenue	96.1	96.1	96.1	96.1	Note 1	96.1	84.9	96.1	96.1
S-05 Tomahawk Road	57.5	Note 2	61.5	54.6	Note 1	37.1	56.9	56.9	Note 4
S-06 75 th Street & Nall	Note 3	Note 3	Note 3	Note 3	Note 1	82.0	82.0	82.0	82.0

Notes: 1) No data available for 1998 – KDOT did not supply ratings back to City.  
 2) Mission Hills  
 3) 75<sup>th</sup> Street & Nall Avenue Bridge was built in 1994.

4) Not Inspected

5. Vehicular Bridges - Summary of Findings.

- a. Mission Lane over Brush Creek (S-01) – The bridge’s slab is in poor condition with many areas of honeycombed concrete, cracks, efflorescence (mineral or salt deposit from water seeping through concrete), exposed reinforcement and evidence of corrosion. The bridge is classified by NBIS standards as structurally deficient. Most of the deficiency is attributable to the condition of the slab. We recommend replacing the top slab, repairing the channel base and undermined footings totaling approximately \$383,000. The bridge should be closely monitored until repair or replacement. Truck loads should be restricted until repaired.
- b. Mission Road over Brush Creek (S-02) – This bridge was reconstructed in 2002 and is in good condition. Minor cracking is evident in the top slab. No repair recommendations are given.
- c. 71<sup>st</sup> Street over Brush Creek (S-03) – The top slab exhibits minor longitudinal cracks in all spans. Repairs were made to the abutments and approaches in 2003 to prevent water intrusion behind them. Repairs were also made to a spalled area of the west abutment. However, repaired area has spalled again. The sidewalk transition at the east end has been repaired. We recommend patching and repairing the spall at the west abutment and correcting the water trap area. Estimated repair is \$10,000.
- d. Roe Avenue over Brush Creek (S-04) – The structure remains in adequate condition. Columns and abutments were repaired in 2003. The repairs are in good condition. The channel bed has significant cracks in the concrete and scour damage. The curb where the sidewalk railing is mounted is cracked and spalling in two areas. We recommend repairs to the concrete channel bed and repairs to the curb supporting the hand railing. Estimated repair is \$2100.

- e. Tomahawk Road over Brush Creek (S-05) – This bridge is not included in the report and is scheduled for replacement in 2007.
  
  - f. 75<sup>th</sup> Street and Nall Avenue over Brush Creek (S-06) – The structure is in good condition. Scour damage to the floor inside the culvert approaches 1” in areas. Scour damage downstream has been repaired in 2004. A small sinkhole has developed at the south corner of the East head wall. We recommend filling this hole and regrading this area. We also recommend repainting the handrail on top of the southwest wing wall, which is beginning to flake and peel. Estimated total cost of repairs is \$1,250.
  
  - g. 95<sup>th</sup> Street South of Meadow Lake Golf Course (S-07) – This structure is shared with Overland Park and is not included in this report.
6. Pedestrian Bridges - Summary of Findings. Pedestrian Bridges are not required by KDOT to be inspected, but are included in Prairie Village’s Bridge Inspection Program. All of the pedestrian bridges are in relatively good condition. Most of the bridges are weathering steel structures, which have some excessive corrosion not consistent with typical weathering steel. It was reported that the City has discontinued the use of de-icing salts and has been using sand only for the last three years. Many of the bridges have been repaired during 2003. Bridge P01 77th Street and Colonial Drive is currently under repair. We recommend repairs that total about \$600 for bridges P02 and P05.
- a. Pedestrian Bridge Rating System - The rating system used for components of the pedestrian bridges is similar to the rating system used by the National Bridge Inventory System (NBIS) and is defined as follows:
    - 9 - Exceeds Desirable Condition
    - 8 - Desirable Condition
    - 7 - Exceeds Acceptable Condition
    - 6 - Acceptable Condition
    - 5 - Exceeds Tolerable Condition
    - 4 - Minimum Tolerable Condition

2006 Biennial Bridge Inspection Report  
Prairie Village, Kansas

- 3 - Intolerable Correct
- 2 - Intolerable Replace
- 1 - Not Used

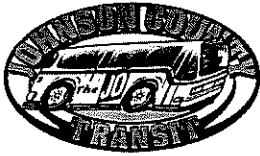
b. Pedestrian Bridge Ratings:

Pedestrian Bridge ID	Deck Rating	Approach Rating	Super-Structure Rating	Sub-Structure Rating	Channel Rating	Waterway Rating	
P-01	77th St. & Colonial Dr.	Repairing	8	Repairing	7	8	8
P-02	Tomahawk Road and Ash	4	6	7	7	8	8
P-03	72nd Terr. & Tomahawk Rd.	9	8	6	7	8	8
P-04	73rd St. & Cherokee Dr.	8	8	8	8	6	6
P-05	67th St. West of Mission Rd.	9	7	7	6	7	8
P-06	71st St. and Mission Rd.	7	8	6	8	8	7
P-07	North of Prairie School	3	8	6	7	7	8
P-08	West of Roe Avenue	5	8	6	7	7	8
P-09	Windsor Park East	7	8	7	7	8	8
P-10	Windsor Park Middle	7	8	7	7	8	7
P-11	Windsor Park West	5	7	7	7	8	5

2006 Biennial Bridge Inspection Report  
Prairie Village, Kansas

7. Program Costs of Recommendations:

	Location/ Repair	Immediate Repairs	Minor Repairs	Major Rehabilitation	Bridge Replacement
	<b>Vehicular Bridges</b>				
<b>S-01</b>	<b>Mission Lane</b>				
	Inspect Abutments & Hidden Slab		\$4,000		
	Replace Slab and Repair Footings	See ----->		\$383,000	
	Replace Bridge				\$427,000
<b>S-03</b>	<b>71st Street</b>				
	Repair Spalling @ Abutment		\$800		
	Correct Water Infiltration		\$9,700		
<b>S-04</b>	<b>Roe Avenue</b>				
	Repair Channel Abrasion		\$1,500		
	Repair Curb at Railing Post Mount.	\$1,600			
<b>S-06</b>	<b>75<sup>th</sup> St. &amp; Nall Ave over Brush Ck</b>				
	Fill sink hole @ Headwall	\$1,000			
	Repaint Handrail		\$250		
	<b>Sub Total Vehicular Bridges</b>	\$1,300	\$15,750	\$383,000	\$427,000
	<b>Pedestrian Bridges</b>				
<b>P-02</b>	<b>Tomahawk Road and Ash</b>				
	Repair Loose Deck Angle		\$600		
<b>P-05</b>	<b>67th St. West of Mission Road</b>				
	Repair Abutments		\$500		
	<b>Sub Total Pedestrian Bridges</b>	\$0	\$600	\$0	\$0
	<b>Total</b>	\$1,300	\$16,350	\$383,000	\$427,000



## Johnson County Transportation Council

September 26, 2006

Mayor Ronald Shaffer  
7700 Mission Road  
Prairie Village, Kansas 66208

Dear Mayor *Ron* Shaffer:

Over the next three months, Johnson County Transit will be undertaking Phase II of our strategic planning process, which will include municipal partnerships and participation. The study consultants will be contacting you in the near future regarding the study and your participation in either focus groups or individual phone calls or meetings.

As we undertake this project, our focus will be on the following:

1. Continual expansion of "**The JO**" routes, due to increased service demand, standing room only on some trips, and additional funding through the federally funded Congestion Mitigation Air Quality program. This service expansion would include more frequent and different services, much like the current **MAX** system operated by the Kansas City Area Transportation Authority
2. Explore partnerships to increased service levels for elderly, disabled and low income residents through the expansion of "**The JO-Special Edition**" and through **Local Link** service expansion.
3. Continued study of bus rapid transit or other fixed guideway service options within Johnson County either on arterial streets, parkways or highways throughout the county.

We appreciate your candid thoughts and comments as an elected official in our community as we move through this strategic planning process.

Thank you in advance for your help and consideration on this matter.

Sincerely,

Steven C. Klika  
Chairman  
Johnson County Transportation Council

CC: Ms. Barbara Vernon, City Administrator  
City Council  
Board of County Commissioners  
Michael Press, County Manager  
Transportation Council members  
Alice M. Amrein, Transportation Director

September 5, 2006

Mayor Ron Shaffer,

On Friday, July 7, at about 4:30 P. M. my wife and I were headed for Olathe to attend the wedding of a granddaughter. At 71<sup>st</sup>. and Nall we were making a left turn when we both saw that a commercial van was not stopping for the red light on Nall. We were hit in the left front. The impact totaled our vehicle, deployed the air bags and spun the car so that it was facing the opposite direction. Thank God for seat belts and air bags. Since the motor was still running and steering possible, I wanted to get to a place safe in the rush hour traffic to get the passenger door open and my wife out to check for injuries. We were able to do this and Phyllis' right ankle began swelling immediately. The driver of the other vehicle called 911 after asking about our condition and a neighbor got a folding chair so Phyllis could sit down. I hadn't noticed the injury to my right forearm until someone else pointed it out.

The main reason for this correspondence is to point out the efficiency of the emergency services. Officer Chad Loughman, badge #75, on his motorcycle, was the first on the scene and I asked if he could take care of getting the necessary information, since my main concern was getting to the hospital to check on possible injuries to both of us. Chad's personal call a few days later to check on us was a welcome surprise and greatly appreciated. We could not have asked for a better job than he did with the tow service, which he assured me was approved by the city, the fire department emergency vehicles and crew, and the ambulance and EMT's. The accident report was complete and well done.

Prairie Village has been our home town for 43 years and we know that it has been the best place we could live to raise our family, but this is another of the rare experiences for the need for emergency services and we have never been disappointed. Thanks for being there when we needed you, and for providing the best help possible.

Russ and Phyllis Sullins

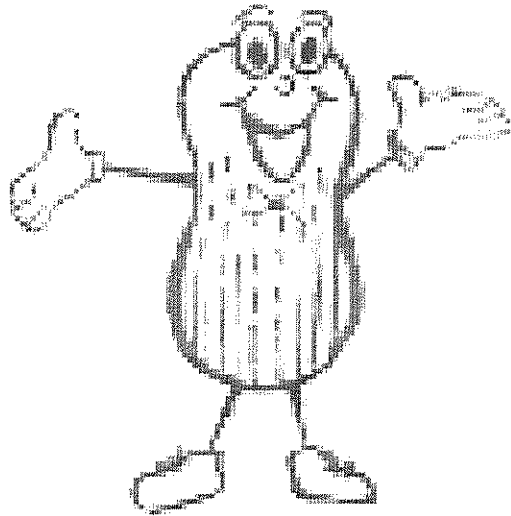
Russell and Phyllis Sullins  
4401 W. 71<sup>st</sup>. Street  
Prairie Village, KS 66208-2583

Cc: Chief Charles Grover  
Officer Chad Loughman



# **22nd Annual Peanut Butter Week**

October 2<sup>nd</sup> - 6<sup>th</sup>



PLEASE BRING A JAR OF PEANUT BUTTER  
TO THE COUNCIL MEETING ON  
October 2, 2006

**Council Members  
Mark Your Calendars  
October 2, 2006**

<b>October 2006</b>	Senior Arts Council mixed media exhibit in the R.G. Endres Gallery
October 7-10	League of Kansas Municipalities Annual Conference in Topeka
October 13	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
October 16	City Council Meeting
<b>November 2006</b>	Mid-America Pastel Society's exhibit in the R.G. Endres Gallery
November 6	City Council Meeting
November 7	Johnson County Election
November 10	Artist reception in R. G. Endres Gallery 6:00 to 8:00 p.m.
November 20	City Council Meeting
November 23-24	City offices closed in observance of Thanksgiving
November 27	Mayor's Holiday Tree Lighting 6:30 p.m.
<b>December 2006</b>	Marearl Denning photography and ceramics exhibit in the R.G. Endres Gallery
December 1	Employee Awards luncheon
December 1	Mayor's Holiday Gala
December 4	City Council Meeting
December 8	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
December 5-9	NLC Congress of Cities Conference in Reno Nevada
December 18	City Council Meeting
December 25	City Offices Closed in observance of Christmas

**Council Members  
Mark Your Calendars  
2007**

<b>January 2007</b>	Rebecca Darrah watercolor on cloth exhibit in the R.G. Endres Gallery
January 1	City offices closed in observance of New Year's Day
January 2 (Tuesday)	City Council Meeting
January 12	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
January 15	City offices closed in observance of Martin Luther King, Jr. Day
January 16 (Tuesday)	City Council Meeting
<b>February 2007</b>	Ted DeFeo photography exhibit in the R.G. Endres Gallery
February 5	City Council Meeting
February 9	Employee Appreciation Dinner at New Theater
February 9	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
February 19	City offices closed in observance of President's Day
February 20(Tuesday)	City Council Meeting
<b>March 2007</b>	A. J. Weber mixed media exhibit in the R. G. Endres Gallery
March 5	City Council Meeting
March 9	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
March 10-14	NLC Congressional Conference in Washington D.C.
March 19	City Council Meeting

<b>April 2007</b> April 13	Kay Trieb photography exhibit in the R. G. Endres Gallery Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
<b>May 2007</b> May 11 May 28	David Payne oils exhibit in the R. G. Endres Gallery Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m. City offices closed in observance of Memorial Day
<b>June 2007</b> June 8	Jack O'Hara watercolors exhibit in the R. G. Endres Gallery Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
<b>July 2007</b> July 4	No exhibit scheduled yet for R. G. Endres Gallery City offices closed in observance of Independence Day
<b>August 2007</b> August 10	Shawn Bohs photography exhibit in the R. G. Endres Gallery Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
<b>September 2007</b> September 3 September 14	Senior Arts mixed media exhibit in the R. G. Endres Gallery City offices closed in observance of Labor Day Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
<b>October 2007</b>	No exhibit scheduled yet in the R. G. Endres Gallery
<b>November 2007</b> November 22-23	Mid-America Pastel Society exhibit in the R. G. Endres Gallery City offices closed in observance of Thanksgiving
<b>December 2007</b> December 7 December 25	No exhibit scheduled yet in the R. G. Endres Gallery Mayor's Holiday Gala City offices closed in observance of Christmas

**ANIMAL CONTROL COMMITTEE**

AC96-04 Consider ban the dogs from parks ordinance (assigned 7/15/96)

**COMMUNICATIONS COMMITTEE**

COM2000-01 Consider redesign of City flag (assigned 7/25/2000)  
 COM2000-02 Consider a brochure to promote permanent local art and history (assigned Strategic Plan for 1<sup>st</sup> Quarter 2001)  
 COM2000-04 Consider the installation of marquees banners at City Hall to announce upcoming civic events (assigned Strategic Plan for 1<sup>st</sup> Quarter of 2001)

**COUNCIL COMMITTEE**

COU99-13 Consider Property Audits (assigned 4/12/99)  
 COU2000-42 Consider a proactive plan to address the reuse of school sites that may become available (assigned Strategic Plan for 4<sup>th</sup> Quarter 2001)  
 COU2000-44 Provide direction to PVDC regarding its function / duties (assigned 2000 Strategic Plan)  
 COU2000-45 Review current City definition for blight and redefine it where appropriate (assigned 2000 Strategic Plan)  
 COU2004-10 Develop programs to promote and encourage owner occupied housing (transferred from PVDC on 3/15/2004)  
 COU2004-11 Identify potential redevelopment areas and encourage redevelopment proposals (transferred from PVDC on 3/15/2004)  
 COU2004-12 Pursue development of higher value single-family housing (transferred from PVDC on 3/15/2004)  
 COU2004-13 Proactively encourage redevelopment to increase property values (transferred from PVDC on 3/15/2004)  
 COU2004-14 Meet with the Homes Association of the Country Club District (HACCD) to obtain their input regarding deed restrictions (transferred from PVDC on 3/15/2004)  
 COU2005-15 Consider planning meetings for the Governing Body (assigned 9/6/2005)  
 COU2005-16 Consider how to improve Council's effectiveness as a team (assigned 9/6/2005)  
 COU2005-17 Consider how to expand leadership opportunities for Council (assigned 9/6/2005)  
 COU2005-19 Consider term limits for elected officials and committees (assigned 9/6/2005)  
 COU2005-21 Develop a policy for use of Fund Balance (assigned 9/6/2005)  
 COU2005-22 Consider Council mentoring program (assigned 9/6/2005)  
 COU2005-23 Consider sponsoring social events with other jurisdictions (assigned 9/6/2005)  
 COU2005-27 Consider concept of Outcomes Measurement or Quantifying Objectives (assigned 9/6/2005)  
 COU2005-29 Consider service to remove oak pollen in gutters and curbs (assigned 9/6/2005)  
 COU2005-30 Consider \$500 deposit from landlords for remediation of code violations (assigned 9/6/2005)  
 COU2005-44 Consider YMCA Partnership (assigned 12/14/2005)  
 COU2006-01 Consider Request for Special Use Permit for Communication Antennae at McCrum Park (assigned 12/7/2006) - returned to Planning Commission  
 COU2006-05 Consider Committee Structure (assigned 4/25/2006)  
 COU2006-20 Consider Project 191020: Colonial Pedestrian Bridge Replacement (assigned 8/1/2006)  
 COU2006-26 Consider Project 190862: 75<sup>th</sup> Street from Nall Avenue to Mission Road (CARS) (assigned 8/28/2006)  
 COU2006-27 Consider Project 190855: Tomahawk Road Bridge Replacement (assigned 8/28/2006)  
 COU2006-33 Consider Lease of Public Works from Highwoods Properties, Inc. (assigned 8/29/2006)  
 COU2006-34 Consider An Amendment to the C-3 Zoning of 5301 West 75<sup>th</sup> Street (assigned 09/20/2006)

- COU2006-35 Consider Uniform Public Offense Code & Standard Traffic Offense Code (assigned 09/27/2006)  
COU2006-36 Consider Personnel Policies (assigned 09/27/2006)  
COU2006-37 Consider Communication Stipend (assigned 09/27/2006)  
COU2006-38 Consider Park & Recreation Committee Report (assigned 09/27/2006)

**LEGISLATIVE/FINANCE COMMITTEE**

- LEG2000-25 Review fee schedules to determine if they are comparable to other communities and where appropriate (assigned Strategic Plan for 1<sup>st</sup> Quarter of 2001)  
LEG2003-12 Consider Resident survey - choices in services and service levels, redevelopment (assigned 8/7/2003)  
LEG2004-31 Consider Lease of Park Land to Cingular Wireless (assigned 8/31/2004)  
LEG2005-49 Consider Building Permit and Plan Review Fees (assigned 12/21/2005)

**PARKS AND RECREATION COMMITTEE**

- PK97-26 Consider Gazebo for Franklin Park (assigned 12/1/97)

**PLANNING COMMISSION**

- PC2000-01 Consider the inclusion of mixed-use developments in the City and create guidelines criteria and zoning regulations for their location and development (assigned Strategic Plan)  
PC2000-02 Consider Meadowbrook Country Club as a golf course or public open space - Do not permit redevelopment for non-recreational uses (assigned Strategic Plan 2<sup>nd</sup> Qtr 2001)  
COU2006-01 Consider Request for Special Use Permit for Communication Antennae at McCrum Park (assigned 12/7/2006)

**POLICY/SERVICES**

- POL2004-15 Consider Project 190709: Somerset, Delmar to Fontana (assigned 8/26/2004)  
POL2004-16 Consider Project 190708: Tomahawk Road Nall to Roe (assigned 8/26/2004)  
POL2005-03 Consider Project 190850: Reeds Street - 69<sup>th</sup> to 71<sup>st</sup> St. (assigned 1/31/2005)  
POL2005-04 Consider Project 190809: 75<sup>th</sup> Street and State Line Road (assigned 2/1/2005)  
POL2005-21 Consider Project 190851: 2006 Paving Program Sidewalks (assigned 8/30/05)  
POL2005-30 Consider Project 190855: Tomahawk Road Bridge (assigned 11/1/2005)  
POL2005-34 Consider Project 190717: 2006 Storm Drainage Repair Program  
POL2006-09 Consider Project 190849: Roe Avenue - 91<sup>st</sup> to 95<sup>th</sup> (assigned 4/25/2006)  
11/20/2005)  
POL2006-10 Consider Project 190858: 2006 Crack/Slurry/Microsurfacing Program (assigned 3/2/2006)  
POL2006-11 Consider Project 191014: 2006 Concrete Repair Program (assigned 3/2/2006)  
POL2006-12 Consider Project 190856: 95<sup>th</sup> Street - Mission to Nall (assigned 4/25/2006)  
POL2006-13 Consider Project 190851: 2006 Paving Program ( assigned 4/25/2006)

**PRAIRIE VILLAGE ARTS COUNCIL**

- PVAC2000-01 Consider a brochure to promote permanent local art and history (assigned Strategic Plan for the 1<sup>st</sup> Quarter of 2001)

# NOTEWORTHY

October 2006

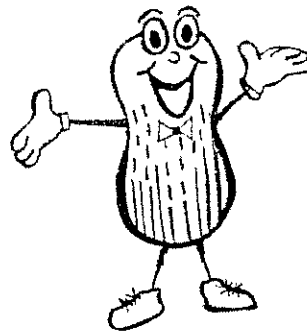
## OCTOBER BIRTHDAYS & ANNIVERSARIES

### *Birthday Wishes to...*

10/12	Myron Ward	Sergeant
10/14	David McAuliffe	Building Inspector
10/17	Daniel Robles	Police Officer
10/20	Jason Wakefield	Police Officer
10/24	Richard Bohon II	Police Officer
10/26	Craig Caster	Sergeant
10/29	Ryan Futrell	Police Officer
10/29	James Jarrett	Maint. Worker
10/31	Troy Johnson	Police Officer

### *We appreciate your years of service...*

Gregory Hudson	Sergeant	22 years
Seth Meyer	Police Officer	2 years



**Welcome to Arnetta Rose who joined us on September 5 in Municipal Court!!**

### **Employee Appreciation Dinner**

Mark your calendars. The City of Prairie Village Employee Appreciation Dinner will be held February 9, 2007 at the New Theatre Restaurant. We hope you and your guest will join fellow employees and council members for a fun and relaxed evening. Join us before the show in the meeting room starting at 5:30 for drinks. There will be a cash bar.

The performance for the evening is "Leading Ladies" starring Bernie Kopell from TV's "The Love Boat"

Don't forget to RSVP by November 3, 2006. An early RSVP is required to avoid penalties. Please note last minute RSVP's will not be accepted unless a fellow employee is unable to use his or her tickets.



### **Bring Peanut Butter Next Week!!!**

October 2-6 is Prairie Village Peanut Butter Week. There will be barrels at City Hall, the Police Station, and Public Works. Please help support Harvesters and those in need.

### **Halloween**

Don't be frightened if you see little goblins roaming the halls on Tuesday October 31<sup>st</sup>! The City is inviting daycare children to trick or treat. So make sure you have a supply of tricks or treats at your desk.



# Reversing the Effects of Tobacco

Have you smoked so long that you think there's no point in quitting now?

Well, take a look at this and think again!

**No matter how long or how much you've smoked, your health will begin to improve within hours of quitting. This chart offers encouraging reasons to quit today.**

8 hours	Oxygen level rises to normal; carbon monoxide level drops to normal.
24 hours	Chance of heart attack may be lower.
48 hours	Ability to smell and taste is enhanced.
2 weeks to 2 months	Lung function increases by 20 percent.
1 to 9 months	Coughing, sinus congestion and shortness of breath decrease; energy increases; cilia regrow in lungs, increasing ability to handle mucus, clean lungs and fight infection.
1 year	Excess risk of heart disease is half that of smoker's.
5 to 15 years	Stroke risk is same as nonsmoker's; risk of mouth, throat and esophageal cancer is half that of smoker's.
10 years	The risk of developing lung cancer drops by up to 70 percent and continues to go down with each additional nonsmoking year.
15 years	Risk of heart disease is same as nonsmoker's.

**Remember—smoking isn't the only dangerous tobacco habit. Chewing tobacco and snuff also can cause cancer and other serious health problems.**

*Adapted from American Cancer Society and Care24 Assistance guidelines.*

If you'd like more information about how smoking affects your health, call Care24 any time. Our professionals are available 24 hours every day to answer a wide range of health questions.

**With myuhc.com<sup>®</sup>, UnitedHealthcare's innovative consumer Web site, you can access an array of health information that will help you answer important questions.**

**Care24 1-888-887-4114**

TDD/TTY callers, please call the National Relay Center  
at 1-800-855-2880 and ask for 1-888-887-4114.

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